



City of Naples
REQUEST FOR (FWQ) FORMAL WRITTEN QUOTES
FWQ No. 20-017 - Exotic Tree Removal

FWQ'S ARE DUE ON/BEFORE 4:00 PM, 01/03/2020
Minimum time frame 11-full business days

Section A:

PRODUCT (COMMODITY) / SCOPE OF SERVICES:

This quote is to seek a vendor to provide all labor, materials, equipment and incidentals required to remove and grind the stumps for City-owned exotic trees.

Section B:

REQUEST COMMODITY CODE(S):

968-88 988-02 515-00 988-89 120-92

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:** An award, if any, will be made to the lowest responsive and responsible vendor capable of providing the product and/or service.
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 herein.
5. **IRS Form:** Submit signed IRS W-9 form. Latest version (November 2018)

Company Name: _____

Authorized Signature: _____

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:

SCOPE OF SERVICES

This quote is to seek a vendor to provide all labor, materials, equipment and incidentals required to remove and grind the stumps for City-owned exotic trees.

CONTRACT MANAGEMENT

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

LICENSES

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 good standing at the time of the bid opening. All required licensing must be provided to the City at the time of bid opening; failure to provide documentation of licensing to perform the work in Collier County will result in bid being disqualified.

CONDUCT

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State DOT standards while working on City, County, or State roads as a sub-contractor of the City.

DISPOSAL OF DEBRIS

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

SCHEDULING OF WORK

This project is expected to take place in January-February 2020.

The City shall provide the Contractor a list of locations. The Contractor will have 10 business days including the day of notification to complete all aspects of the requested work. This allows for underground utility locates to be called in when removal list is received and 48 hours for the locates to clear so the stump grinding maybe completed with the removal. Failure to remove trees and/or grind stumps without making other arrangements agreeable to the Project Manager will result in default of contract.

All work will be performed Monday through Friday, unless prior approval has been obtained from the Project Manager.

PAYMENT REQUESTS, INVOICES AND WORK REPORTS

Invoices shall be submitted after work is completed with a detailed description of the work performed. This will include location, species and caliper.

QUALIFICATIONS

Company Name: _____ Authorized Signature: _____

The Contractor shall be licensed with a minimum of two (2) years experience in tree removal & stump grinding and preferably, in commercial landscaping.

GENERAL OBJECTIVES

1. The objective of these specifications is to define the conditions under which City exotics trees are to be removed and the stumps ground.
2. All hazardous trees and/or hazardous conditions shall be reported to the Project Manager immediately. This would be any situation that could cause injury to people or damage to property.
3. The successful bidder shall furnish all supervision, labor, tools, equipment, materials, etc., necessary to grind the stump down 12 inches below grade. If the contract believes that they will be unable to grind a location down 12 inches, they must contact the Project Manager. The hole will be back-filled to existing grade. All excess material that is a result of stump grinding shall be hauled away and the site shall be raked. This will also include any and all above ground and below ground roots associated with the stump.

LOCATION OF TREES

The trees will be located mostly in rights-of-way, cul-de-sacs, parks, around government buildings, and beach ends. The contractor shall provide trained staff and equipment needed to climb and take down trees/palms that require said work.

REJECTING DEFECTIVE WORK

The Project Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor within three (3) working days, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work promptly and bear all costs to correct the defective work. If the contractor fails within a reasonable time after written notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency.

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 either written or oral 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. 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.

PROTECTION OF OVERHEAD UTILITIES

The removal operations will be conducted in many areas where overhead electric, telephone, and cable television 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 due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

PROTECTION OF UNDERGROUND UTILITIES

The Contractor will 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. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

TRAFFIC CONTROL

1. Contractor will 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 will 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 as a sub-Contractor of the City.

Company Name: _____ Authorized Signature: _____

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Section F: Pricing Schedule

Item No.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	LINE ITEM COST
1	Less than 10 inch caliper	5			\$0.00
2	From 11 to 20 inch caliper	7			\$0.00
3	From 21 to 36 inch caliper	4			\$0.00
4	From 37 to 72 inch caliper	1			\$0.00
5	From 73 to 106 inch caliper	1			\$0.00
6	Greater than 106 inch caliper	1			\$0.00
TOTAL FWQ COST:					\$0.00

The quantities above are estimated and are used for price comparisons only.
Final count and layouts will be determined with vendor after project award.

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, 01/03/2020
Minimum time frame 11-full business 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: _____