



**City of Naples**

**REQUEST FOR (FWQ) FORMAL WRITTEN QUOTES  
FWQ No. 20-059 - Utilities - Aggregates and Fill Material**

**FWQ'S ARE DUE ON/BEFORE 2:00 PM, 9-29-2020  
Minimum time frame 7 days**

**Section A:**

**PRODUCT (COMMODITY) / SCOPE OF SERVICES:**

The City is seeking a vendor or multiple vendors to be able to provide and deliver fill material, including limerock (double crushed), clean fill dirt, #57 stone, and screening sand for the City of Naples. Deliveries and quantities shall be at the contract administrator's discretion.

**Section B:**

**REQUEST COMMODITY CODE(S):**

912-00 913-00 890-00 968-00

**Section C:**

**DEPARTMENT INFO / DELIVERY ADDRESS, ETC:**

Utilities Department  
Wastewater Collections Division  
1450 4th Avenue North  
Naples, FL 34120

**Section D:**

**SPECIAL CONDITIONS:**

- Award:** An award, if any, will be made to the lowest responsive and responsible vendor capable of providing the product and/or service. Contract by Purchase Order (CbPO) will be in-place for a one (1) year term with an optional four (4) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. After the initial one (1) year term and any renewals, the contract may be extended for periods not exceeding two (2) years, only with approval of City Council pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e). Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term.
- Price:** Will remain firm for through the first year. 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.

**ANNUAL PRICE ADJUSTMENTS**

The unit prices for all chemicals contained within this solicitation shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted, if requested, in writing, by the Contractor. If a rate adjustment is requested, the adjustment, per annum will be

Company Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

as follows: The rate shall be adjusted based on the percentage change in the Consumer Price Index, South Urban Region, All Items – All Urban Areas between the month of August in the previous year and the month of August in the current year. The total adjustment to the rate in any given year shall not exceed five percent (5%) of the previous year's rate. The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The Contractor may petition the City for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the City, the Department shall determine the fairness of the request and shall make a recommendation to the Purchasing Manager. Adjusted rates shall become effective upon approval by the Purchasing Manager.

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)
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:**

Vendors are to provide the specified aggregates and fill material listed within the pricing schedule to 1450 4th Avenue North, Naples, FL 34102. Monday through Friday; 7:30am to 3:30pm.

Upon staff's evaluation of quote responses, awards are also intended to be made to one or multiple vendors which would be in the best interests of the City.

Delivery Location:  
1450 4th Avenue North, Naples, FL 34102

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	Limerock - Delivered	1	TON		\$0.00
2	Limerock DOUBLE CRUSHED - Delivered	1	TON		\$0.00
3	Clean Fill Dirt - Delivered	1	TON		\$0.00
4	#57 Stone - Delivered	1	TON		\$0.00
5	Screening Sand - Delivered	1	TON		\$0.00
<b>TOTAL FWQ COST:</b>					<b>\$0.00</b>

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

**Section G: Payment Options**

<p><b>This solicitation has potential for P-Card payment.</b>  <b>Does your company accept credit card payment?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO          If "yes," please indicate payment options on the chart below.</p>			
<b>PAYMENT OPTIONS</b>	<b>YES</b>	<b>NO</b>	<b>PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT</b>
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			

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Section H: (FWQ) Formal Written Quote Submission Information**

**FWQ'S ARE DUE ON/BEFORE 2:00 PM, 9-29-2020**

**Minimum time frame 7 days**

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

**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: \_\_\_\_\_