



City of Naples

**REQUEST FOR (FWQ) FORMAL WRITTEN QUOTES
FWQ No. 23-012 - Naples Fire Rescue Fitness Equipment (Re-Bid) FWQ**

**FWQ'S ARE DUE ON/BEFORE 04:00 PM, 02/22/2023
Minimum time frame To Due Date**

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):

805-00 805-10 805-84 805-94 981-16
998-91

Section C:

DEPARTMENT INFO / DELIVERY ADDRESS, ETC:

977 26th Ave N., Naples, FL 34103

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. 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.
2. **Price:** Will remain firm for the contract period. Annual Agreement pricing will remain the same for the contract period 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.

Company Name: _____

Authorized Signature: _____

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:

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, the proposer must submit this information to the City of Naples Purchasing Department fifteen (10) days prior to the Bid Opening Date and Time for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

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Section F: Pricing Schedule

Item No.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	LINE ITEM COST
1	StairMaster 9-5295-10GLCD; 10 SERIES 10G W/LCD - BLACK	1	EA		\$0.00
2	OCTANE 100800 ADX Fan Bike--Black Fan	1	EA		\$0.00
3	TKO Flat/Incline/Decline Bench	2	EA		\$0.00
4	TKO Utility Bench	1	EA		\$0.00
5	TKO 5-50lb Rubber 10 Sided Pro Dumbbell Set	1	EA		\$0.00
6	TKO 55-100 10 Sided Pro Dumbbell Set	1	EA		\$0.00
7	TKO 10 Pair Signature Dumbbell Saddle Rack	2	EA		\$0.00
8	Star Trac 9-9271-10TRX-110-LCDQ 10 - SERIES FREERUNNER W/LCD	1	EA		\$0.00
9	Hoist HD 3000	1	EA		\$0.00
10	Freight/Delivery/Installation - including bolt down Rogue four post rack, possible disposal of like equipment	1	EA		\$0.00
TOTAL FWQ COST:					\$0.00

The quantities above are estimated and are used for price comparisons only. The submittal must be for the items listed in the description. If you choose to provide an alternate item please refer to Section E.

Company Name: _____ Authorized Signature: _____

Section G: Payment Options

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.			
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 04:00 PM, 02/22/2023

Minimum time frame To Due Date

- **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: Somer Adams at (239) 213-7106 / sadams@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: _____