



Solicitation No. QSP-009-23: Palm Tree Pruning & Trimming

The Jacksonville Housing Authority (JHA) is seeking the services of a qualified contractor to perform pruning and trimming of palm trees per the scope of work listed in Attachment A – Scope of Work of this QSP for our Jacksonville Beach, property located at 123 S. 8th Jacksonville Beach, FL 32250. **Potential bidders will need to reach out to Gary Taylor at either gtaylor@jaxha.org or 904-249-4444 to schedule a walkthrough of the property.**

The Jacksonville Housing Authority (JHA) will accept the proposed pricing either in-person to Leona Mitchell, Procurement Contract Administrator, by mail to 1300 Broad Street N., Jacksonville, FL, 32202; or by email to lmitchell@jaxha.org by the **bid deadline of February 2, 2023**

- 1.0 **Applicability:** By submitting a quote to the JHA, the firm or individual doing so (hereinafter, "the quote") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *HUD-5370-C, (10/2006) General Conditions for Non-Construction Section II – (With Maintenance Work)*, which is attached hereto as Attachment B. The work performed is also subjected to the HUD Maintenance Wages shown in Attachment D. This must be reported on HUD Form WH-347 - *Certified Payroll Form* shown in Attachment C and submitted with your invoice in its original format.
- 2.0 **Proposed Fees:** The bidder shall enter the proposed fees on the Bid Form included as Attachment A1 to this solicitation and submit them to the JHA with their bid package. These fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; travel to the site; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long-distance telephone calls; document copying; etc.
- 3.0 **JHA Reservation of Rights:** The JHA reserves the right to:
 - 3.1 Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time if deemed by the JHA to be in the best interest of the JHA;
 - 3.2 Terminate a contract awarded according to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful quoter;
 - 3.3 Determine the days, hours, and locations that the successful quoter shall provide the items or services called for in this QSP;
 - 3.4 Reject and not consider any quote that does not, in the opinion of the CO, meet the requirements of this QSP, including but not necessarily limited to incomplete



quotes offering alternate (not including "or equal" items) or non-requested items or services.

- 4.0 **Quoter's Responsibility:** Each quoter must carefully review and comply with all instructions provided within any attachments.
- 5.0 **Deadline:** Each quoter shall submit their proposed costs before **February 2, 2023, at 3:00 pm (EST)**. Whereas this is an informal solicitation process, the JHA reserves the right to extend the posted deadline at any time before the deadline if, in the opinion of the CO, it is in the best interests of the JHA to do so.
- 6.0 **Hold Prices/Non-Escalation:** By submitting a quote, and whereas the quoted sum submitted is a firm-fixed quote, each quoter thereby agrees to "hold" or not increase the proposed quote prices during the work term.
- 7.0 **Award Criteria:** If an award is completed under this QSP, and unless otherwise instructed in writing by the CO, the award shall be made to the responsive and responsible quoter that submits the lowest cost.
- 8.0 **Invalid or Alternate Quotes:** Failure to complete and submit all required information or add additional requirements not acceptable to the JHA may invalidate the quote submitted. Furthermore, the JHA shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 9.0 **Quote Costs:** There shall be no obligation for the JHA to compensate any quoter or prospective quoter for any costs incurred in responding to this QSP.
- 10.0 **Assignment of Personnel:** The JHA shall retain the right to demand and receive a change in personnel assigned by the successful quoter to provide services to the JHA if the JHA believes that such change is in the best interest of the JHA and the completion of the work or provision of the items.
- 11.0 **Unauthorized Sub-Contracting Prohibited:** The successful quoter shall not assign any right nor delegate any duty for the work proposed under this QSP (including, but not limited to, selling or transferring the ensuing contract), without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the PO or the contract with the JHA.
- 12.0 **Licensing and Licensing Requirements:** The following must be provided with your quote:
 - 12.1 An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount;



- 12.2 An original certificate evidencing General Liability coverage with minimum coverage amounts of \$1,000,000 per occurrence, the general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses of any one person of \$5,000 with a deductible of not greater than \$1,000. The JHA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same;
- 12.3 An original certificate showing the quoter's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payments of \$5,000 with a deductible not greater than \$1,000.
- 12.4 A copy of the quoter's business license allowing that entity to provide such services within the jurisdiction of Duval County.
- 12.5 A copy of the quoter's license issued by the State of Florida licensing authority allowing the quoter to provide the services detailed herein.

13.0 Documents that apply to this QSP:

- 13.1 Attachment A: Scope of Work
 - 13.2 Attachment A1 – Bid Form
 - 13.3 Attachment B: HUD-5370-C, Section 2;
 - 13.4 Attachment C: HUD WH347 – Certified Payroll Form
 - 13.5 Attachment D: HUD-52158 Maintenance Wage Rate Decision.
 - 13.6 The JHA reserves the right to require the successful quoter/contractor to utilize any form required by HUD to complete the work needed, and by submitting their quote, each Contractor agrees to do so at no additional charge.
- 14.0 **General Requirements:** The Contractor shall provide quality assurance in strict accordance with current Codes and terms, conditions, special contract requirements, specifications, attachments, and exhibits in this solicitation.
- 14.1 Verification of existing conditions. The Contractor's sole responsibility shall be to verify the existing conditions for each work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the final Scope of Work. Before ordering materials/products, the Contractor shall verify related conditions to ensure proper installation and immediately notify the Jacksonville Housing Authority (JHA) of any hidden condition discovered that might affect work progress.



- 14.2 The work shall be performed during regular JHA working hours, Monday through Friday, from 08:00 am to 05:00 pm. The Contractor may be authorized to work weekends or evenings if approved, in writing, by the JHA Project Manager.
- 14.3 The Contractor shall provide a clean worksite, including designated storage areas, free from the accumulation of waste materials. Construction materials shall be stored in a trailer and not in the building unless previously authorized, in writing, by the JHA. In any case, construction materials shall not block circulation or create obstacles. The Contractor is responsible for their security; in case of theft or vandalism, the Owner shall be held harmless. The Contractor must ensure that all nails and construction materials are picked up daily. The use of a magnetic sweeper is required daily at each of the sites.
- 14.4 The use of the JHA trash dumpsters shall not be permitted. The Contractor shall provide trash dumpster(s) to accommodate proper disposal of demolished materials and related debris. The Contractor must ensure appropriate disposal following waste management practices.
- 14.5 The Jacksonville Housing Authority is not responsible for providing toilet facilities, water, or temporary power to the job site for the Contractor. These items may be provided at JHA's discretion upon written authorization.
- 14.6 When new products are installed to replace existing old products, remove and dispose of old products. Perform cutting and patching or other manufacturer pre-installation requirements specified in the Scope of Work and applicable plans.
- 14.7 The Contractor shall be responsible for and will hold the JHA harmless from any damage caused by the Contractor to any live utilities passing through or serving the project area.
- 14.8 In case of a conflict in the interpretation of the Scope of Work, the most stringent interpretation will prevail.
- 14.9 Nothing in the Scope of Work shall be interpreted to conflict with local, state, or federal requirements that may apply to this working class. Should any conflict exist, the Contractor shall advise the JHA and be guided by the law or regulations.
- 14.10 The Contractor shall repair and replace any items stolen or damaged by the work in progress and match existing materials at no additional cost to the Owner.
- 14.11 The Contractor shall provide locates for any underground trenching for this project following Sunshine State Law.



- 14.12 The contractor shall prepare and submit to the JHA Project Manager, three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work during the pre-construction meeting.
- 14.13 The Contractor shall have up to **30** calendar days to complete the project after the notice to proceed. The Contractor must maintain their construction schedule at all times. If the Contractor fails to maintain this construction schedule, they will be charged \$150 per day for liquidated damages.
- 14.14 Before the start of construction, the Contractor will supply the JHA Project Manager with complete submittal packages and schedules.
- 14.15 The Contractor shall maintain documentation of construction activities to ascertain compliance with the General Requirements of the Contract.
- 14.16 The Contractor must give JHA and tenants a minimum of 72 hours advance notice before commencing any work.
- 14.17 All current applicable OSHA rules and regulations must be followed at all times. Security of the work site area will be the responsibility of the Contractor.
- 14.18 Extreme care is to be taken regarding the safety of the residents residing in the immediate and surrounding work areas. The Contractor shall complete work with as little interruption and inconvenience to the residents as possible.
- 14.19 If the Contractor intends to use materials that are considered equivalent or similar to the materials stated in the Scope of Work, they must be preapproved, in writing, by the JHA Project Manager.
- 14.20 Contractor shall ensure that all their employees and the subcontractors scheduled to perform work at JHA-owned or leased properties shall:
 - 14.20.1 Wear distinctive uniform clothing with the Contractor's name easily identifiable, affixed permanently, or semi-permanent.
 - 14.20.2 Understand current practices in this field and have experience providing such services in a residential environment. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
 - 14.20.3 Cooperate with the building occupants to assure the progress of this work.



- 14.20.4 Use additional personal protective equipment required for safe performance of work as determined and provided by the Contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used. Use only contractor vehicles identified following state and local regulations.
 - 14.20.5 Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
 - 14.20.6 Will comply with all government regulations applicable during the time spent on government property.
 - 14.20.7 Report to the property management office before starting work and completing work each day.
- 15.0 **Statement of Work (SOW):** The JHA seeks quotes from qualified contractors to furnish all labor, equipment, supplies, and materials necessary to perform the Scope of Work as outlined in Attachment A attached to this solicitation. **All bidders must print off and sign the Scope of Work (Attachment A) and attach it to the Bid Form (Attachment A1), and they must be submitted together.**