



# REQUEST FOR PROPOSAL

**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**

**PH: 239-213-7100    FX: 239-213-7105**

NOTIFICATION DATE:  <b>09/30/13</b>	TITLE <b>LAKE MANOR RESTORATION PROJECT</b>	NUMBER:  <b>059-13</b>	OPENING DATE & TIME:  <b>10/22/13 2:00 PM</b>
<b>PRE-PROPOSAL DATE, TIME AND LOCATION:</b> <b>None</b>			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:
AUTHORIZED SIGNATURE	DATE
PRINTED NAME/TITLE	
<p>I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.</p> <p style="text-align: center;">FEI/EIN Number _____</p>	
<b>Please initial by all that apply</b> <b>I acknowledge receipt/review of the following addendum</b>	
_____ Addendum #1	_____ Addendum #2
_____ Addendum #3	_____ Addendum #4

## PLEASE NOTE THE FOLLOWING:

- > This cover / signature page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, marked with proposal number & closing date.**
- > Proposals received after the above closing date and time will not be accepted.
- > Proposal tabulations will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com)

## GENERAL CONDITIONS

**TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

**1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

**3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

**4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

**5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.

**6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

**A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

**B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

**C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

**F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

**7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

**10. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

**14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your

proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

**15. PROPOSAL PROTEST:** The city has formal proposal protest procedures that are available on request.

**16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

**17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

**18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

**20. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**21. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

**22. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

**23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

**24. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a

proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**31. RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

**32. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**33. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

**48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used

shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**



## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**STATEMENT OF NO PROPOSAL**

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Proposal # \_\_\_\_\_ and Description: \_\_\_\_\_

We, the undersigned, decline to proposal on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Proposal or Request for Proposals by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Specifications are incomplete or information is unclear (Please explain below).

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Other (Please specify below)  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_ PH \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

**REFERENCES**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

**COMPANY NAME:** \_\_\_\_\_

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

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

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

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

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

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

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**PROFESSIONAL SERVICES**  
**SPECIAL CONDITIONS**

- A. **TERMS OF CONTRACT**  
The resulting contract will commence on award and be in effect until completion of the project.
- B. **PROHIBITION OF CONTACT**  
Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.
- C. **REFERENCES**  
Bidder must submit a minimum of three references on the form provided. Additionally, IRS W-9s will be required from vendors who are awarded contracts.
- D. **STATEMENT OF NO BID**  
If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.
- E. **BID FORMAT**  
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, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date 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.
- F. **PROPOSAL PERFORMANCE & PAYMENT BONDS**  
A Performance Bond will be required of the Awarded Proposer for any contract that is in excess of \$125,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract.

A Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$125,000.00 dollars if Awarded Proposer indicates the use of any suppliers or the hiring of any subcontractor(s) within the proposal or at the time of issuance and award of a contract.

The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

G. **QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:  
Gerald "Jed" Secory, MBA / CPPO / CPM  
Purchasing Manager  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
PH: (239) 213-7102 FX: (239) 213-7105  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)

## SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>Submit one (1) original signature and four (4) copies of your original bid proposal / document <b>AND</b> a Windows© compatible PDF of the original document on a CD that is clearly labeled.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	
<ul style="list-style-type: none"> <li>Attached a current IRS W-9 form that is signed, dated and includes your EIN.</li> </ul>	
<ul style="list-style-type: none"> <li>Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid proposal / document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the Cover Sheet. The mailing envelope must be addressed to:  <div style="text-align: center;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	
<p>The mailing envelope should be sealed and marked with:</p> <p style="text-align: center;">                     BID Number:                      BID Title:                      BID Opening Date:                 </p>	

**ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

# Scope of Work And Project Specifications

## **INDEX**

### **Procurement Documents**

- Cover Signature Page REQUIRED
- General Conditions
- General Insurance Requirements
- Statement of No Proposal
- References REQUIRED
- Professional Services Special Conditions
- Submission Checklist REQUIRED

### **Scope of Work**

- Existing Conditions
- Purpose
- Potential Improvements
- Process
- Project Timeline
- Request of Proposal Submittal Requirements REQUIRED
- Selection Committee
- Evaluation and Award Criteria

### **ATTACHMENTS - Under Separate Cover**

- Attachment A - Gulf Shore Engineering Plans
- Attachment B - SFWMD Permit
- Attachment C – Survey
- Attachment D - Water Quality Data
- Attachment E - FGCU Sediment Report

## **OVERVIEW**

The following Request for Proposals (RFP) has been developed to solicit professional services proposals from consulting firms qualified and experienced in engineering, water resources, landscape architecture and stormwater pond restoration. The project is to provide professional services to design stormwater lake improvements that enable the lake to function better, and to also allow for public interaction and neighborhood beautification related to the lake. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

## **EXISTING CONDITIONS**

The City of Naples currently owns approximately 6.0 acres of land located between 6<sup>th</sup> Avenue North and 6<sup>th</sup> Lane North and 10<sup>th</sup> Street North and Goodlette-Frank Road. Within this property is an “L” shaped stormwater lake approximately 4-5 acres in surface area called Lake Manor. Several private properties are adjacent to the north and west

sides of the lake. Florida Power and Light maintains an easement for electrical transmission along the eastside. Public right of way lies along the south and north sides of the lake. The westernmost portion of the lake is designated as a small park named for Betsey Jones. There is a sanitary sewer gravity main that bisects the lake underwater.

Stormwater from the surrounding neighborhood and US-41 drain into Lake Manor through a 48" stormwater pipe at the southwest end, through a 24" stormwater pipe at the northwest end, and a 12" pipe along the south end. Excess stormwater exits the lake through a concrete weir structure along the eastside discharging under Goodlette-Frank Road to the Gordon River. A sanitary gravity main runs in conflict with the existing outfall structure. In 2011, the City had an additional outfall designed and permitted at the north side of the lake along 7<sup>th</sup> Ave North. The City has not constructed this additional outfall at this time and will await an opinion from the selected firm as to the need to construct this additional outfall as part of the lake restoration project. See Attachment A. for permitted design plans prepared by Gulfshore Engineering, Inc. in 2011. See Attachment B. for SFWMD ERP permit number 11-03068-P for Basin V stormwater improvements.

## **PURPOSE**

The pollutant removal capabilities of the stormwater lake have deteriorated over time for several reasons. The City has commissioned various surveys and studies on the lake in an attempt to assess its condition and plan specific improvements intended to improve its pollutant removal efficiency. Such improvements are also intended to bring greater awareness to stormwater pollution and ways residents and visitors may be able to source reduce and treat stormwater locally. Therefore, this project not only allows for improvements that enable the lake to function better, but also allow for public interaction and neighborhood beautification.

## **POTENTIAL IMPROVEMENTS**

### **Dredging / Spot Dredging:**

As a stormwater lake, Lake Manor has succeeded in preventing many pollutants and nutrients from entering the Gordon River. However, over time the lake has accumulated a thick layer of nutrient/pollutant laden sediment and detritus material at the bottom of the lake. The lake's pollutant removal efficiency is likely declining and can be improved by the removal of the material. The City of Naples is seeking a qualified firm to design and engineer a process to dredge and dewater a quantified portion of the sediment and muck from the stormwater pond and then manage the dewatered material with most efficiency and effectiveness. Mechanical, hydraulic and other dredge operations will be considered with or without polymers. Re-use or disposal of the dredged material is a very important consideration for this project. Innovative re-use options may be available for suitable dredge material removed from the stormwater pond. Proposals should discuss the firms experience with dredging and dewatering operations. The City has a survey (Attachment C), water quality data (Attachment D), sediment chemistry, muck thickness data and other information that will prove useful in design. In early 2013, Florida Gulf Coast University professor, Dr. Serge Thomas and his team prepared a scientific review including bathymetry and sediment characterization of Lake Manor. This document is available as Attachment E. to this solicitation.



### Other Water Quality Improvements:

The southern bank of Lake Manor abuts the 80' wide City of Naples right-of-way of 6<sup>th</sup> Avenue North. The northern green space of 6<sup>th</sup> Avenue north is approximately 25' wide. The green space of the southern lake bank ranges from approximately 0' to 20' wide. Part of the improvements the City is considering would be to re-contour all or portions of the southern lake bank to a more gradual slope and to plant a littoral shelf with native emergent and shoreline vegetation to improve water quality. The remaining green space should be landscaped since it could function as a linear park setting, possibly with a pathway from 10<sup>th</sup> Street to the FPL easement to the east, then a pathway through the FPL easement along the east between 6<sup>th</sup> and 7<sup>th</sup> Avenues North, benches, vistas, trash receptacles, and educational stations with plaques that describe how the lake is cleaning stormwater and how residents and visitors can help (pick up litter, use less fertilizer, create rain gardens and swales, remove exotic vegetation, etc.).

The lake bank along the FPL easement has become overgrown with exotic species such as Brazilian Pepper. In spring/summer 2013, stormwater staff began removing vegetation but, despite having the approval of most neighboring residents and the Lake Park HOA, it was determined that no further removal would occur until a landscape plan could be presented to lakefront property owners, as part of the overall lake restoration project. This project should include a plan to remove the exotic vegetation and a comprehensive lake-wide landscape plan, prepared by a registered landscape architect, to plant native vegetation that could provide adequate screening for the surrounding properties, as well as water quality improvement.

Coordination with FPL will also be necessary. Currently Lake Park Elementary students use the FPL easement to walk to/from school. Accommodations for a pathway on City property outside the FPL easement or possibly within the easement with FPL permission will be part of the proposed improvement plan. This pathway will link 6<sup>th</sup> and 7<sup>th</sup> Avenues North and the linear park along Goodlette-Frank Road running north of 7<sup>th</sup> Avenue North. Other design elements could include alternative water quality features not limited to trash & debris capturing elements at stormwater inflows to lake, rain gardens, baffles projecting from the lake bank into the lake which lengthen the residence time of water moving through the pond, as well as provide more opportunity for particulate settlement. Chemical, mineral and/or biological products used to improve pollutant removal efficiencies at stormwater ponds should also be considered, as well as the methods by which these products are applied manually or automatically.

### **PROCESS**

1. The City expects significant public involvement throughout the design process. Participation is anticipated from the Lake Park HOA, Community Redevelopment Advisory Board (CRAB), City Council/CRA, Community Services Advisory Board (CSAB), Planning Advisory Board (PAB), Design Review Board (DRB) and other community stakeholders.
2. The City expects multiple reviews of plans, engineering cost estimates, vendor information, etc. This normally occurs at the 30%, 60% and 90% plan design stages.
3. The City expects the selected firm to permit the project beginning at the 60% design level.
4. The City expects assistance throughout the publicly advertised bidding process for a construction contractor.

5. The City expects the qualified firm to also be experienced and qualified in construction engineering inspection, although this scope for work may or may not be developed as a subsequent phase to this design/engineering/permitting process.

### **PROJECT TIMELINE**

It is the intent of the City, subject to the recommendations of the selected consultant is to issue a Notice to Proceed to the selected firm no later than December 1, 2013. It is also the intent that the project be under construction no later than January 2, 2015 (the dry season).

### **REQUEST OF PROPOSAL SUBMITTAL REQUIREMENTS**

Please provide the following in your Proposal:

1. Cover Letter
2. Understanding of the project opportunities and challenges.
3. Team Experience: Demonstrate experience and qualifications of the lead firm on related projects, as well as sub-firms on the project team. Experience should detail relevant experience in stormwater pond restoration.
4. Project Team: Identify key individuals involved on this project and their experience and professional discipline, via resumes.
5. Project Approach: Please prepare your firm's unique and innovative approach to achieve the goals outlined in this solicitation by way of proposing design concepts based upon your firm's experience and recommendations for this specific site. Also, please provide your firm's approach to managing and conducting the public information process. Please provide your firm's insight into the permitting process for this project.
6. Provide three (3) client references for similar public projects led by the proposed Project Manager completed within the past 5-years. (This is in addition to the three general references required under the Procurement Section, although the references MAY be the same.)
7. Provide a proposed Milestone Schedule that illustrates the total project time to complete this project beginning the day the Notice to Proceed is issued to the design firm through the Notice to Proceed for construction.

### **SELECTION COMMITTEE**

The City Manager will appoint a selection committee to review and evaluate the firms using criteria discussed in the scope of work. The City, at its sole discretion, may contact the references and/or visit one or more of the sites of the projects listed in response to this solicitation as a part of the evaluation process.

The City's intention is to enter into negotiations with the top ranked firm based on the City's schedule. Should negotiations fail with the top ranked team, the City will enter into discussions with the second ranked team, and so on, until an acceptable agreement has been reached between the City and the selected individual or firm.

### **EVALUATION AND AWARD CRITERIA**

Any proposal that does not meet the Minimum Qualifications as stated in the above Scope of Services section will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria: (100 points possible)

- |   |                        |
|---|------------------------|
| 1. Qualifications & Past Experience Of Firm & Sub-Firms.          | Max Points - 30 Points |
| 2. Qualifications And Experience Of Person(S) Assigned To Project | Max Points - 20 Points |
| 3. Project Understanding and Approach.                            | Max Points - 30 Points |
| 4. Schedule For Completion – Firms Workload                       | Max Points - 15 Points |
| 5. Location in Proximity To Naples.                               | Max Points - 3 Points  |
| 6. Minority Business Enterprise Certification                     | Max Points - 2 Points  |

**# # #**