



REQUEST FOR PROPOSAL

CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102

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

| | | | |
|---|---------------------------------------|------------------------------|---|
| NOTIFICATION DATE: 01/16/14 | TITLE BOND COUNSEL SERVICES | NUMBER: 14-021 | OPENING DATE & TIME: 02/13/14 2:00 PM |
| PRE-PROPOSAL DATE, TIME AND LOCATION: NONE | | | |

| | |
|---|--------------|
| NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: | |
| MAILING ADDRESS: | |
| CITY-STATE-ZIP: | |
| PH: | EMAIL: |
| FX: | WEB ADDRESS: |
| AUTHORIZED SIGNATURE | DATE |
| PRINTED NAME/TITLE | |

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.

FEI/EIN Number _____

Please initial by all that apply

I acknowledge receipt/ review of the following addendum

_____ Addendum #1
 _____ Addendum #2
 _____ Addendum #3
 _____ Addendum #4

PLEASE NOTE THE FOLLOWING:

- > This 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

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 8th 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

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: _____

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"> Submit one (1) original signature and three (3) copies of your original bid proposal / document and a Windows© compatible PDF of the original document on a CD or Zip/Thumb drive that is clearly labeled. | |
| <ul style="list-style-type: none"> 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. | |
| <ul style="list-style-type: none"> Include any delivery information. | |
| <ul style="list-style-type: none"> Include the information required in the PROPOSAL / RESPONSE FORMAT section. Also include a completed current IRS W-9 form. | |
| <ul style="list-style-type: none"> Have an authorized individual sign the appropriate pages including the Cover Sheet / Title Page with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing Division's web site and should be reviewed by the vendor. | |
| <ul style="list-style-type: none"> Bid proposal / document needs to be received by the OPENING DATE & TIME indicated on the cover sheet / Title Page. The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> | |
| <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.

SPECIAL CONDITIONS

- A. **TERMS OF CONTRACT**
The resulting contract will commence on award and be in effect for three years.
- 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-9's 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. **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 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
Jsecory@naplesgov.com

City of Naples
Request for Proposal
Bond Counsel Services

GENERAL DESCRIPTION OF SPECIFICATIONS

The City of Naples, Florida invites law firms to submit proposals to serve as bond counsel on future bond issues. Counsel will provide services in the areas of required legal work related to the sale of tax-exempt municipal bonds to finance new projects and the refunding of existing debt. The contract period will be for three (3) years, with two (2) one year renewals if mutually agreed upon by the City and awarded Firm.

The City has been under contract since 2007 with Bryant, Miller and Olive, PA. The current contract expired in December 2011, with no renewals, but was extended until the most recent refinancing in February 2013.

Copies of the City’s Comprehensive Annual Financial Report for fiscal year ended September 30, 2012, which includes an unqualified opinion, will be made available upon request, and is also available on the City’s website at www.naplesgov.com

GENERAL INFORMATION (not intended as a Disclosure under Federal Securities Act)

The City of Naples is located in southwest Florida in Collier County and has a permanent population of approximately 19,500, increasing to 33,000 with seasonal residents. The City provides a full range of municipal services authorized by statute and charter, including water, sewer, reuse (irrigation water) and solid waste utilities, as well as recreation, police and fire protection. The City has a Community Redevelopment Agency /TIF district (CRA). This Request for Proposals includes potential bond counsel services for the CRA.

The City is operated legislatively by a Mayor and six-member Council elected at large for four years on staggered terms. The City Manager, as chief executive officer, manages the operations of the City and reports directly to the City Council. With the exception of the City Attorney and staff and the City Clerk, all other employees report to the City Manager.

The present members of the Council and their terms are as follows:

| Member | Term |
|-------------------------------|-----------|
| John Sorey III , Mayor | 2012-2016 |
| Teresa Heitmann | 2012-2016 |
| Margaret “Dee” Sulick | 2012-2016 |
| Douglas Finlay | 2010-2014 |
| Gary B. Price, Vice Mayor | 2010-2014 |
| Sam Saad III | 2010-2014 |
| Bill Barnett | 2012-2016 |

The Council appoints the City Manager, who is the chief administrative officer of the City. The City Manager hires all other City employees, except the City Clerk and the Deputy City Clerk, who are appointed by Council. City Manager A. William Moss was selected by the City Council to be the City Manager in January 2008. Finance Director Ann Marie Ricardi has been with the City since June 2002, while Deputy Finance Director Karen Ball has worked for the City of Naples since 1984.

BOND RATINGS

The City of Naples is one of the most highly rated communities in the State of Florida. The Bond Counsel selected will be expected to work with the City to develop strategies to maintain and, where possible, enhance these bond ratings.

The most recent ratings of City bond is shown below:

| | |
|-----------------------------|-----|
| Water/Sewer Revenue Bonds | |
| Moody's Investors Services: | Aaa |
| Fitch Rating, Inc.: | AAA |

LONG-TERM DEBT OUTSTANDING

The City's Budget and Comprehensive Annual Financial Report (CAFR), with information about the City's long-term debt are available online at:

<http://fl-naples.civicplus.com/DocumentCenter/>

SCOPE OF SERVICES

The City of Naples is requesting service of one or more law firms to provide Bond Counsel services to the City. Upon proper notification from the City, Bond Counsel shall perform the following services subject to the conditions, and in consideration of payments, as hereinafter set forth.

1. Advise the City as to the legal feasibility of a financing proposed by the City.
2. Keep the City informed of changes in Federal law relating to tax-exempt financing.
3. Attend meetings with the City, when requested.
4. Develop and maintain a time schedule for debt issuance; assure that all parties comply with the schedule.
5. Prepare bond ordinance(s) and resolutions(s), and any amendments thereto, in order to authorize and issue new money or refunding bonds, notes or other obligations.

6. Prepare any trust indenture escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreement or similar documents necessary, related, or incidental to the financing.
7. If sale is by competitive bid, assist in preparation of the bid documents, notice of sale, evaluation of bids, and any other documentation or action necessary to conduct a sale of the bonds in that manner.
8. Review all disclosure documents prepared or authorized by the issuer insofar as such documents describe the bonds and summarize the underlying documents.
9. Prepare, obtain, deliver, and file all closing papers necessary in connection with the sale and issuance of the bonds, including but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and other, and verifications, consents, and opinions from accounts, engineers, special consultants and attorneys. Attend bond pre-closing with the City.
10. Issue standard, comprehensive bond counsel opinion as to the legality of the bonds, the security for their payment and the exemption or exclusion from Federal income taxation of the interest on the bonds.
11. Compile all closing documents and deliver two (2) complete bound sets and one electronic set to the City, and such other copies as may be necessary for other participants in the transaction.

EVALUATION AND SELECTION CRITERIA

This bid is a Request for Proposals (RFP). The City of Naples shall evaluate proposals based on the following list of criteria. The evaluation committee will be approved by the City Manager from current staff professionals. Award of this RFP shall be made to the proposer(s) who, in the sole opinion of the City of Naples, would best satisfy the needs of the City of Naples. The City, at its sole discretion, may contact the references. The shortlisted team(s) may be interviewed for final ranking. If an interview is held, it will be one hour or less in length and be equally divided between the presentation and questions and answers. The presentation time and date will be assigned by the City.

| | Maximum <u>Points</u> |
|--|--------------------------|
| • FIRM'S TECHNICAL EXPERIENCE IN DEALING WITH LOCAL GOVERNMENTS OF A SIMILAR SIZE TO NAPLES | 30 |
| • PROFESSIONAL COMPETENCE OF TEAM ASSIGNED TO THIS CONTRACT | 35 |
| • REFERENCES | 20 |

- **FEES/COST FOR SERVICES PROVIDED**

15

Interviews of the proposers may be required, either in person or by phone. The committee will submit a recommendation for selection of Bond Counsel to the City Manager for final determination and Council approval may be required.

The Selection Committee is expected to be comprised of the following:

Ann Marie Ricardi, Finance Director
Robert D. Pritt (Roetzel & Andress), City Attorney
Karen Ball, Deputy Finance Director

PROPOSAL / RESPONSE FORMAT

NOTE: Proposals are due Thursday, February 13, 2014 at 2:00 PM local time.

Interested firms must submit one original, three copies and one CD or Zip/Thumb drive of the Proposal. Proposal must be submitted as follows in a sealed envelope identifying the RFP Name, Number and Closing date as shown on the first page of this Request. Responses shall be submitted to:

**City of Naples
Purchasing Division
735 8th Street South
Naples, Florida 34102**

Each proposal shall contain the following items, in the following order, as reasonably possible. Minor variations are acceptable. In order to control the cost of preparation, submittals shall not exceed 25 written pages, excluding divider pages and any deal lists.

- 1) **TITLE PAGE**, to be completed and signed by proposer. The "Title Page" is the first page of this RFP bid document. Also include the Submission Check List found on page 12 of this document.
- 2) **SIGNED LETTER OF TRANSMITTAL**, indicating express agreement to meet all requirements of this RFP.
- 3) **CONFLICT OF INTEREST STATEMENT.** Any proposer must make an affirmative statement to the effect that their retention, if selected, shall not result in a conflict of interest with any party which may be affected under this program. Should any potential or existing conflict be known by proposer, said proposer must specify the party with which the conflict exists or might arise; the nature of the conflict; and whether proposer would or would not step aside or resign from that engagement or representation creating the conflict.
- 4) **FIRM'S TECHNICAL EXPERIENCE**, include a description of the firm proposing, specifying Florida local government experience. Also include your firm's

organizational structure, date founded, number and location of offices, and total number of professional staff.

5) PROFESSIONAL COMPETENCE. Identify individual(s) assigned to this project, including resume for key individual(s). For individual(s) assigned, include title, area of specialization, other clients being served, and the location of the service office. Once a contract has been awarded, any substitution of individual(s) must be approved by the City prior to any changes in staffing.

6) REFERENCES. List at least three current clients that the City may contact as references for work performance (using at minimum the form provided in this RFP bid document found on page 11). Florida local governments of a similar size to Naples are preferable. Include the name and phone number of a contact person at each reference.

7) TERMINATIONS. List any Federal, State or local government agency or other similar type of public or quasi-public agency with whom a relationship as Bond Counsel has been terminated in the past three years. Describe in detail the reasons for the termination of any such relationships.

8) INVESTIGATIONS. List any recently started, ongoing, or completed investigation, adverse determination, settlement agreement or indictment, relating to misconduct by the firm or a member of the firm, and the US Internal Revenue Service, the Department of the Treasury, the Securities and Exchange Commission, Department of Justice, State or local criminal prosecutorial agency or any other Federal, State, or local agency and whether as part of such any investigation or action any tax exempt bond issue for which you were bond counsel, bond co-counsel, or tax counsel, has been determined to be taxable by the US Internal Revenue Service (whether such finding is preliminary or final).

9) FEES/COST FOR SERVICES PROVIDED: Include the following information in this section:

A. **BASIC FEES:** The City of Naples desires to contract for services on a volume of bonds basis. Basic fees should be bid on the basis of dollars per \$1,000 of bond issue. Basic fee will include services of the Bond Counsel as noted in the Scope of Services and will include word processing, computer time, and reasonable telephone and facsimile transmissions. Please use a format similar to the following format for your proposed fee structure.

| | |
|--------------------------------|----------|
| Minimum fee per issue: | \$ _____ |
| Up to \$10 Million, per bond | \$ _____ |
| \$10 to \$20 Million, per bond | \$ _____ |
| Over \$20 Million, per bond | \$ _____ |

B. **OUT-OF-POCKET EXPENSES:** Expenses will be paid by the firm and reimbursed by the City for costs directly related to bond issues.

Travel, lodging, and meal reimbursement will be made in accordance with the City's travel policy.

- C. SPECIAL SERVICES: Unrelated to a specific bond issue, may be requested by the City and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services project, such as partner, senior officer, officer, professional staff, junior staff, and support staff.

ADDITIONAL INFORMATION

- 1) All questions regarding this proposal and its award shall be directed, via email, to: Gerald "Jed" Secory, Purchasing Division jsecory@naplesgov.com. Questions requiring an answer prior to bid submittal should be sent no later than ten days prior to bid closing to ensure an answer is available. Potential bidders shall not make contact with any other city employee or representative regarding their bid until the bid is awarded.
- 2) The City will not be liable for any cost incurred in the presentation of proposals.
- 3) The submission of a proposal shall be prima-facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- 4) The proposer shall furnish the City such additional information as the City may reasonably require.
- 5) The City reserves the right to conduct pre-contract negotiations with any or all proposers. The City will not be liable for any costs incurred by the proposer in connection with such interviews (i.e. travel, accommodations, etc.)
- 6) The City reserves the right to reject any and all proposals, and the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interests. The City further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonably in the best interest of the City.
- 7) The City reserves the right to waive any of the conditions or criteria set forth in this Request for Proposals.

LONG-TERM DEBT INFORMATION

Legal Debt Limits

There is no limit established by either the City or the State on the amount of debt the City may incur. The CAFR dated September 30, 2012, shows that City had \$18.55 million of debt outstanding, plus \$12.95 million in outstanding State Revolving Fund loans. In 2013, the SRF loans were refunded with a bank loan.

General Obligation Bonds

The City of Naples' only General Obligation Bond was paid off in October 2012.

Non-Ad Valorem Revenue Bonds

The City of Naples has the following non-ad valorem revenue bonds outstanding.

- **\$14.0million – Capital Improvement Refunding Note, Series 2013** issued to refund the City's Capital Improvement Refunding Note Series 2010. Final maturity date December 1, 2021, payable monthly.
- **\$12.4 million – Public Utilities Refunding Revenue Bond, Series 2013** issued to refund the SRF loans.
- **\$8.324 million Water and Sewer Refunding Revenue Bonds, Series 2012A** issued for the refunding of Water and Sewer Revenue Bonds Series 2007 A. Final maturity date September 2027.
- **\$4.835 million Water and Sewer Refunding Revenue Bonds, Series 2012 B** issued for the refunding of Water and Sewer Revenue Bonds Series 2007 B. Final maturity date September 2027.

Future Plans

There are no immediate plans for debt issuance, although there has been some discussion at Council level about issuing debt for a water sewer line extension.

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