



REQUEST FOR QUALIFICATIONS

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

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

NOTIFICATION DATE: 04/15/14	TITLE: RFQ for Jay and Patty Baker Park Project	NUMBER: 14-040	OPENING DATE & TIME: 05/09/14 2:00 P.M.
PRE-PROPOSAL CONFERENCE: DATE, TIME AND LOCATION: Non-mandatory Pre-Bid Meeting held April 23, 2014; 10:00 AM local time; 295 Riverside Circle, Naples FL 34102			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

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 or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal 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 _____

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
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, with the 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: Prices shall be proposed if required by this request for 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 2-72 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: Will be made in the best interest of the City of Naples. The City reserves the right 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, 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 PROTESTS: The City of Naples has formal protest procedures that are available upon 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/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/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 fifteen-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 proposing 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 propose 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: _____

Submitting Vendor Name: _____

PROFESSIONAL SERVICES
SPECIAL CONDITIONS

Under Florida Statute 287.055 - Consultants' Competitive Negotiation Act

- 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-9 forms 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. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

F. 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

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 four (4) copies of your original bid proposal / document AND a Windows© compatible PDF of the original document on a CD or Flash Drive that is clearly labeled. 	<input type="checkbox"/>
<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. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Include any delivery information. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Mandatory FORMS from this document to be included are: Cover Sheet, References Sheet, Submission Checklist Sheet, W-9 IRS form and applicable information from RFQ SUBMITTAL REQUIREMENTS section of this document. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • 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. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Bid proposal / document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: <div style="text-align: center; padding-left: 40px;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> 	<input type="checkbox"/>
The mailing envelope should be sealed and marked with: BID Number: BID Title: BID Opening Date:	<input type="checkbox"/>

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

Submitting Vendor Name: _____

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.

REQUEST FOR QUALIFICATIONS

SPECIFICATIONS

In accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act.

CITY OF NAPLES, FLORIDA

Jay & Patty Baker Park Project & Gordon River Greenway Bridge Connection

April 2014

PURPOSE OF REQUEST

The following Request for Qualifications (RFQ) has been developed to solicit information from consulting firms (or teams of firms) proven to be qualified and experienced in civil, geotechnical and structural engineering, environmental engineering and permitting, pathway bridge design and permitting, marine facilities design, water resources, landfill closure, park design and construction. The purpose of this RFQ is to contract with a firm to provide services related to the development of Jay & Patty Baker Park located at 50 Riverside Circle, Naples, FL 34102. Please refer to Exhibit A for a detailed conceptual master plan for this park.

Architectural design and landscape design services are being offered to the City by two local firms at no cost. These two firms are currently developing their scope of services. Depending upon the developed scopes, there may or may not be some incidental architectural and/or landscape services that are needed by the lead firm. This will be determined prior to City Council's approval of an agreement with the lead firm on June 11, 2014.

BACKGROUND

On June 5, 2013, City Council, by Resolution 13-13288, authorized the purchase of 6.7 acres of property in the amount of \$3.0 million from the McCauley-Pulling Family Trust. This parcel, combined with 8.36 acres of property owned by the City created an opportunity for a new 15.06 acre park. Funding for the property purchase was authorized from General Fund Undesignated Reserves. Additional funding in the amount of \$2.5 million was authorized for the development of the park and the future Gordon River Greenway pedestrian bridge.

On October 2, 2013, City Council directed staff to work with Matthew Kragh, President, MHK Architecture and Planning, accepting his offer to provide design and conceptual master plan services at no cost to the City.

A series of public meetings and discussions began October 28, 2013, inclusive of City Council, the Presidents Council, Project Stakeholders, Community Services Advisory Board, Community Redevelopment Agency Advisory Board, Design Review Board, and the Planning Advisory Board. A total of eighteen public meetings were conducted.

Project information, including video of City Council meetings, can be viewed via the City web site at www.naplesgov.com. The meetings of March 5, 2014 and April 2, 2014 are key. Also you may search the City's web site under Gordon River Park or by its new name: Jay and Patty Baker Park for other meetings prior to this solicitation).

On March 5, 2014, City Council approved Resolution No. 14-13442, a Resolution adopting a conceptual master plan for the development for alternate plan "F" found as Exhibit B. The resolution provides that "Discrete elements of this conceptual master plan, including any additional planning, engineering, landscaping, permitting, and budgeting shall return to City Council for hearing(s) and action(s) on future dates".

Probable construction costs have been determined by MHK Architecture and team based on Alternative Site Plan "F" as follows.

<i>Hard Cost Budget – All park components</i>	<i>\$10,409,200</i>
<i>Contingency 15%</i>	<i>\$ 1,561,380</i>
<i>Soft Costs – Engineering (excludes architectural)</i>	<i>\$ 520,460</i>
<i>General Contractor Fee 10% (includes contingency markup)</i>	<i><u>\$ 2,602,300</u></i>
<i>Total Probable Cost Estimate</i>	<i>\$15,093,340</i>

A Park Gala was initiated and organized by Delores Sorey and was held on March 15, 2014. Private funding was raised by Delores and Mayor Sorey for construction of the park. As of this date, private commitments are over \$5 million. Combined with budgeted funds, \$8.05 million is available to initiate park design and construction.

The site is known to have historically been used as a landfill. And in 2004, the City hired Mactec Engineering & Consulting Inc., to prepare an environmental assessment of the site and evaluate geotechnical conditions at twelve locations throughout the site (See Figure #1). In regards to the geotechnical report, there were two areas of concern for future development of the site. First, the presence of methane gas requires special design consideration when building enclosed structures. Second, underlying organic waste that continues to decompose will eventually cause settlement of paved surfaces and building slabs unless special design accommodations are made. For example, the buildings at 50 and 295 Riverside Circle are built on pilings.

Mactec's environmental assessment made three findings. First, methane gas was present throughout the site at various concentrations, which is indicative of landfills.

Second, soil samples were all within the residential direct exposure Soil Cleanup Target Levels (SCTLs). At the time of the report, FDEP was reevaluating the arsenic target level and has since increased it, making the levels found at the site well below the cleanup threshold. Third, groundwater samples showed contaminants below the Ground Water Cleanup Target Levels (GCTLs).

Mactec's environmental assessment concluded that the City should follow the FDEP's guidance document, *"Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida"* when considering future development of the site. A recent discussion with a Professional Geologist concluded that the City has significant data that can be used in the design process and it would be appropriate to follow the FDEP's guidance document and meet with FDEP to assess their expectations for development of the site. The selected Engineering firm will need to review the data and make appropriate recommendations at the 30% phase. It should be noted that portions of what was once a landfill have already been developed with the Solid Waste Facility (at 50 Riverside Circle) and the Community Development Building (at 295 Riverside Circle).

To move this project forward from the conceptual phase, it is important to have a team of professionals from many disciplines. The Florida Department of Environmental Management appears to be the primary regulatory agency responsible for permitting this project. However, there may be other agencies associated with a pedestrian bridge over the Gordon River. FDEP will oversee wetland impacts, the water management system, landfill issues, and transient boat slip design. Early in the process, environmental and civil engineering professionals must work with all regulatory agencies regarding the buried waste, wetland impacts, paving, grading and drainage plans, and utility designs for water, sewer, and reuse. Geotechnical and Structural engineers will be required to design solutions to prevent settlement of structures and finish grades. Mechanical engineers will be required to address heating, ventilation, air conditioning, particularly as it relates to methane. As the permitting, design and engineering progresses by the lead firm, there shall be close coordination and communication with the architectural design firm and the landscape design firm. It is anticipated that these firms will provide specifications and plans for building structures, landscaping and irrigation design. The bidding documents generated by this RFQ selection will include the building Architectural and Landscape design by others.

The State of Florida requires public agencies to comply with the Consultant's Competitive Negotiation Act (CCNA) when hiring engineering, architectural or surveying firm for projects with a construction value in excess of \$325,000. The Streets & Stormwater Department is charged with moving this project forward. In coordination with the Purchasing Department, the City has prepared this Request for Qualifications. The request allows various firms with different professional disciplines and experience to submit qualifications on their own or as a team to accomplish all of the necessary tasks to design, engineer and permit Baker Park and all of its amenities. The scope of work will require that a 30%, 60%, 90% and 100% design package be developed and permitted. At each stage, staff and the consulting team will present design progress,

including plans, reports and detailed cost estimates to City Council for review and consideration. At any stage, City Council may direct the team to stop design on any specific part or amenity of the park, or modify the design approach to that part, while continuing to develop the final construction plans for the overall project.

PROCESS

1. Responses to this RFQ will be received no later than May 9, 2014.
2. A selection committee will be appointed by the City Manager. The selection committee will meet in the “sunshine” to discuss and rank the top three firms in order of preference based on written proposals. The selection committee may meet on or around May 13, 2014.
3. The City may choose to interview the highest ranked firms before a final ranking is established. Interviews may occur between May 14th – 20th. A one hour interview will include a half hour presentation by the proposed Project Manager and the balance for Q/A by the section committee. Team members of firms responding to this solicitation should prepare time during these dates to attend an interview in Naples, FL. In response to this solicitation, please indicate whether or not your firm can send assigned team representatives to interview during this time.
4. The final ranking by the selection committee may be completed by May 21st. Staff will then formalize a scope and negotiate a fee with the top ranked firm. If a fair and reasonable fee can be achieved, staff will present a contract with the number one ranked firm to the City Council on June 11, 2014.
5. Also on June 11th, the City intends to enter into agreement with MHK Architecture and Christian Andrea Landscape Architect who have committed to providing building and landscape architecture services at no cost to the City. The City intends to enter into agreement with these two firms in June 2014.

WORK PHASES & SCOPE OF SERVICES

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.

The City intends close coordination with City Council at the 30%, 60%, 90% and 100% design phases and will require the selected firm(s) to diligently prepare for City Council meetings with City staff, clearly communicate at each meeting, and interactively work with City staff and City Council on options and ideas throughout the design process. The Naples City Council is comprised of extremely intelligent and experienced professionals who will ask highly educated questions. The City is seeking a design

team capable of enormous preparation for intense meetings. The design team will be required to thoroughly address detailed questions with specific answers and referenced experiences.

The City expects multiple reviews of plans, engineering cost estimates, vendor information, etc. This will occur at the 30%, 60% and 90% plan design stages. The project schedule must reflect time for City staff to review and provide comment prior to submittal to City Council.

The City expects the selected firm to meet with FDEP at the outset to present existing environmental data and information on the site's history as a landfill. It is expected that FDEP will provide guidance to the City and design firm(s) in preparation of design and permitting submittals, which are expected at the 60% design level.

The City expects the selected firm to assist throughout the publicly advertised construction bidding process, including responding to RFI's and making a recommendation for a construction contractor.

The City expects the qualified firm to also be experienced and qualified in construction engineering inspection, although this scope of 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, to issue a Notice to Proceed to the selected firm no later than June 15, 2014. It is also the intent that the project be under construction as soon as reasonably possible. In responses to this RFQ, the lead firm shall include a schedule (in sufficient detail) identifying the various components of this design. Include a discussion of the potential challenges and how you would propose to meet each challenge to insure that construction can proceed ASAP.

PROPOSAL PREPERATION COST

Costs to prepare a response to this request and travel to for interviews, should they be required, shall be the full responsibility of the proposer.

RFQ SUBMITTAL REQUIREMENTS

Please provide the following in your Proposal:

1. **Cover Letter** – Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the Project Manager and what office they are located in.
2. **Qualifications & Experience of Firm & Sub-Firms** (maximum 10 pages)
 - 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 the redevelopment of landfill(s), parks, and bridges over navigable waterways.
 - Demonstrate specific knowledge of the firm's past project experiences that would include relationships with regulatory agencies, particularly FDEP.
 - Provide three (3) client references for similar public projects.
3. **Qualifications & Experience of Person(s) Assigned to the Project** (Maximum 6 pages)
 - Provide a Team organization chart and identify where the project will be managed from (office locations) and where the various work components will be done (office locations).
 - Provide a staff organization chart. Identify key individuals involved on this project, their affiliation and office location. Please indicate which individuals will attend the proposed interview.
 - For each staff member identified in the organization chart, provide a brief overview of their relevant experience. Detail resumes can be provided in Section 6 – Other Items. The brief overview should identify the individual experience on similar projects and their availability to support this project.
 - Provide three (3) client references for similar projects led by the proposed Project Manager and each major task leader completed within the past 5-years.
4. **Project Understanding and Approach** (No page limit)
 - Demonstrate understanding of the project opportunities and challenges.
 - Identify the potential project challenges and how you would recommend that each be addressed.
 - Provide your firm's approach to managing and conducting the 30%, 60%, 90%, and 100% City Council reviews and discussions.
 - Provide your firm's insight into the permitting process for this park project and pedestrian bridge over the Gordon River. Identify the permits that will

be required to be submitted and how would you propose to proceed to insure that permits are obtained quickly.

- Identify potential grant to fund components of this project.

5. Schedule for Completion (Maximum 5 pages)

- Provide detail schedule. Provide a proposed Milestone Schedule that illustrates the total project time to complete this project beginning the day the Notice to Proceed is issued (June 12, 2014) through the Notice to Proceed for construction.

6. All Other Items (No page limit)

- Location of firm(s) and team members in proximity to Naples
- Minority Business Qualification
- Mandatory Form information from Submission Check List found on page 13.
- Items included in this section should supplement items included in Sections 1 through 5.
- Provide detail (up to two pages) of resumes of key team members.
- Any other information deemed important to the proposer to demonstrate capabilities to meet this project opportunities.
- Any other item indented in RFQ to be submitted or you believe should be submitted to demonstrate the firm's (or team's) qualifications.

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 may hold interviews with the firms prior to final ranking. 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.

CONSULTANT SELECTION CRITERIA

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

	<u>Maximum Points</u>
1. Qualifications & Experience of Firm & Sub-Firms	30 points
2. Qualifications & Experience of Person(s) Assigned to the Project	30 points
3. Project Understanding and Approach	20 points
4. Schedule for Completion	12 points
5. Location of firm(s) and team members in proximity to Naples	5 points
6. Minority Business Qualification	3 points

ADDITIONAL PROJECT REFERENCE INFORMATION

Please find under separate cover:

EXHIBIT A - Park Master Plan – (PART A -through- E) MHK- CC 3-5-14 (This information is presented in a flat files format due to its length; call the Naples Purchasing office if you need a dimensional version on CD provided at no cost. Phone 239-213-7100)

EXHIBIT B - Park Master Plan - Alternative Site Plan-F

EXHIBIT C - Bridge Project Concept Report Final

EXHIBIT D - City Park-Greenway Connection

EXHIBIT E - Gordon River Greenway Site Plan

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