



# REQUEST FOR PROPOSAL

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

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

NOTIFICATION DATE:  <b>07/02/14</b>	TITLE <b>Maintenance of Fire &amp; Burglar Systems</b>	NUMBER:  <b>14-047</b>	OPENING DATE & TIME:  <b>07/25/14 2:00 PM</b>
<b>PRE-PROPOSAL DATE, TIME AND LOCATION:</b> Non-mandatory Pre-Proposal Meeting held July 10, 2014; 10:00 AM local time; Purchasing Division, 735 8 <sup>th</sup> Street – South, Naples FL, 34102			

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

Cover Page

## 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](http://www.naplesgov.com)**

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid proposal number and title.

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

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

**STATEMENT OF NO PROPOSAL**

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

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105  
Email: <purchasing@naplesgov.com>

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

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

- \_\_\_ We are not able to respond to the Invitation to Bid 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 \_\_\_\_\_

Email \_\_\_\_\_

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: \_\_\_\_\_

## SERVICES SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect through September 30, 2017 with the possibility of mutually agreed two (2) one year renewals.

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

Proposer must submit a minimum of three references on the form provided. Additionally, IRS W-9 form will be required of all vendors submitting bid / proposal.

D. STATEMENT OF NO BID

If you will not be proposing on this producer/service, please help us by completing and returning the Statement of No Proposal.

E. BID / PROPOSAL FORMAT

The Contract, if awarded, will be awarded on the basis of the criteria present in this document an Evaluation Committee. Any substitution "or equal" item proposed for the cost schedule by the 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 equal" item. If the substitution "or equal" item is accepted, the City of Naples will issue an Addendum to all proposers listing the allowable substitution "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitution "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. PROPOSAL PERFORMANCE & PAYMENT BONDS

A Performance Bond and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$125,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract.

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

G. QUESTIONS

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

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

## SUBMISSION CHECKLIST

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

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>• Submit one (1) original signature and four (5) 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.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the RFP including information for RFP evaluation.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Include any delivery information.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, <u>REQUIRED Cost / Compensation Schedules</u>, and you Firm's federal W-9 form on the current August 2013 version.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid / proposal addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and are to be reviewed before submitting their bid / proposal.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Bid proposal / document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the Cover Sheet. The mailing envelope must be addressed to:  <div style="text-align: center; padding-left: 40px;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	<input type="checkbox"/>
The mailing envelope shall be sealed and marked with: BID / PROPOSAL Number: BID / PROPOSAL Title: BID / PROPOSAL Opening Date:	<input type="checkbox"/>

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID / PROPOSAL 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.*

**CITY OF NAPLES**  
**14-047 Maintenance of Fire & Burglar Systems**  
**REQUEST FOR PROPOSAL**

**Scope of Work**  
**And**  
**Project Specifications**

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**OVERVIEW:**

This is a Request for Proposal (RFP) for Maintenance of Fire & Burglar Systems for the City of Naples. The vendor(s) will be selected by a City Manager Evaluation Committee base on the stated selection criteria. The services being requested encompass two elements:

- Maintenance and Inspection Services for Fire and Burglar Systems to provide all labor, materials, equipment and incidentals necessary to provide maintenance and inspection services for fire and burglar systems at various City of Naples facilities as specified including 1) monitoring and 2) fire inspections.
- Nonproprietary Fire Systems to provide all labor, materials, equipment and incidentals necessary to install new nonproprietary fire systems at four City of Naples facilities as specified.

**BUDGET:**

The City has budgeted \$30,000 as an annual cost for this award, but price is not the sole factor.

**PROJECT TIMELINE**

It is the intent of the City, subject to the recommendations of the evaluation committee to an executed award agreement in place by October 1, 2014.

**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.

**EVALUATION CRITERIA:**

The Selection Committee will be comprised of up to five (5) members appointed by the City Manager. The evaluation of proposals will be made on a pre-determined basis as follows:

<b>Criteria</b>	<b>Maximum Points</b>
<b>Approach to the project</b>	<b>25</b>
<b>Price</b>	<b>50</b>
<b>Experience</b>	<b>20</b>
<b>References</b>	<b>5</b>
<b>Maximum Points</b>	<b>100</b>



## **RFP SUBMITTAL REQUIREMENTS**

Each proposal shall contain the following items, in the following order. Submittals shall not exceed 50 pages; single sided excluding divider pages and required forms.

1. **SIGNED LETTER OF TRANSMITTAL:** indicating express agreement to meet all requirements of this RFP.
2. **REQUIRED FORMS:** include the Cover Signature Page, Submission Checklist, and Federal W-9, current version August 2013
3. **APPROACH TO THE PROJECT:**
  - a. Provide proposed scope of work, product, and warranty information. Include estimated time to complete improvements from award of contract.
  - b. Provide a thorough explanation of how annual and 5-year inspection will be completed.
  - c. Provide details of how the service calls will be handled by your company to include response times.
4. **PRICE:**
  - a. Provide a detailed cost to successfully implement the proposal. Include all costs including permitting, etc. Please review work specifications in Sections 1 and 2, and include in the Cost Schedule provided in your submission.
5. **EXPERIENCE:**
  - a. Provide locations and contact information detailing where the approach has been successfully implemented in other locations.
6. **REFERENCES:**
  - a. Proposer shall include a minimum of three (3) references, preference for similar projects. (See reference form).

## **SECTION 1 SPECIFICATIONS**

### **Maintenance and Inspection Services for Fire and Burglar Systems**

#### **A. SCOPE OF SERVICES**

Provide all labor, materials, equipment and incidentals necessary to provide maintenance and inspection services for fire and burglar systems at

various City of Naples facilities as specified herein. These specifications apply to all systems throughout the City of Naples assigned to the Contractor. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance services.

**B. AWARD OF CONTRACT**

The City reserves the right to award the contract in a manner that best serves the interests of the City of Naples. The initial term of this contract will be for three year. Based on mutual agreement of both parties, the contract may be extended for up to two additional one-year periods.

The permitting phase for this contract will begin within 5 business day of issuing of purchase order.

**C. CONTRACT MANAGEMENT**

Joe Boscaglia and/or his authorized representative will serve as the City's Contract Manager.

**D. LICENSES AND PERMITTING**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to submittal. All licenses must be active and in good standing at the time of the proposal opening.

Permitting is required for aspects of the fire alarm system monitoring and repair/replacement. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will be responsible for obtaining all permitting to include all fees associated with the permit process. A copy of the permit application is attached at Exhibit A, for your reference.

**E. INSURANCE**

Successful contractor(s) shall furnish proof of insurance as per specifications.

**F. CONDUCT**

The contractor and their employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples, and shall at all times be courteous to the public. Uniform is required with company name and proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

**G. CONTRACTORS EQUIPMENT**

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. **Vehicles must be identified with the name of the company and phone number clearly visible.**

**H. DISPOSAL OF DEBRIS**

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

**I. SCHEDULING OF WORK**

All work performed from Monday to Friday between the hours of 8:00 am to 5:00 pm will be considered at business hour rates. Work performed outside these hours will be considered at after business hour rates.

The City recognizes the following holidays as after business hour rates; New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. These holidays will be honored on the actual day of holiday.

Contact must be made with the Contract Manager upon arriving on City property and before beginning any work. All work must be approved prior to beginning. Upon completion of work, contact must be made with the Contract Manager to advise the system status and the leaving of City property.

**J. PAYMENT REQUESTS AND INVOICES**

Payment requests shall be submitted at month's end for work performed that month; payments to the Contract will be made once per month upon receipt of invoice.

**K. NON-PERFORMANCE**

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until work deficiencies are corrected.

**L. QUALIFICATIONS**

The Contractor shall be licensed with a minimum of three (3) years of experience in fire and burglar alarm systems. All proposers shall provide, with their proposal, a list of at least three (3) commercial references. The City reserves the right to contact these as references, in order to determine the competency of the Contractor.

All specifications of this proposal must be performed by the contractor receiving award. There is no sub-contracting allowed or permitted.

**M. POST-STORM RESPONSE**

Post-storm response time shall be twenty-four (24) hours. Any exceptions will be through the approval of the Contract Manager.

**N. REJECTING DEFECTIVE WORK**

The Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work within one working day and bear all costs to correct the defective work. The contractor will contact the Contract Manager to advise when staff will be on site to correct the rejected work. If the contractor fails within one working day after written notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City will withhold payment due to the Contractor for the portion of service not rendered. Should unacceptable or incomplete site service continue, termination of contractor will be requested.

## **SPECIFICATIONS - MONITORING**

### **SCOPE OF WORK**

Provide all labor, materials, equipment and incidentals necessary to provide monitoring for fire and burglar systems at various City of Naples facilities as specified herein. These specifications apply to all systems throughout the City of Naples assigned to the Contractor. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance services.

**PART A - MONITORING LOCATIONS**

<b>PROPERTY</b>	<b>ADDRESS</b>	<b>BURGLAR ALARM</b>	<b>FIRE ALARM</b>	<b>COMBINATION BURGLAR/FIRE ALARM</b>
City Hall	735 8th Street S	X	X	
City Council Chambers	735 8th Street S	X		
Fleischman Park Community Center	1600 Fleischman Blvd	X	X	
Lowdermilk Park	1301 Gulf Shore Blvd			X
Naples Preserve	1690 Tamiami Tr N			X
Norris Community Center	755 8th Ave S			X
Parking Garage (4 <sup>th</sup> Ave S)	4th Ave S & 8th Street S		X	
Parking Garage (6 <sup>th</sup> Ave S)	6th Ave S & 8th Street S		X	
River Park Community Center/Pool	301 11th Street N	X	X	
Tennis Pro Shop	Cambier Park			X
Warehouse/Records Center	270 Riverside Circle		X	

**INCLUDED SERVICES**

1. Programming changes of alarm system user codes. There will be a full system reprogram at the start of the monitoring contract.
2. One-time system inventory to be supplied to the City at start of contract.
3. Twelve one-hour urgent service calls to be included with contract.
4. All urgent service calls are to be responded to within one hour of request by a qualified technician.
5. No trip, fuel or service charge.

6. All standard service calls are to be responded to within 24-hours of request by a qualified technician.
7. All repair costs are to be submitted for approval BEFORE repair is performed.
8. The City of Naples reserves the right to have repairs or replacements put out for competitive pricing.
9. The City of Naples reserves the right to add or delete locations or systems.

## **SPECIFICATIONS – FIRE INSPECTIONS**

### **SCOPE OF SERVICES**

Provide all labor, materials, equipment and incidentals necessary to provide annual state fire inspections are required by Florida Code at City of Naples facilities as specified herein. These specifications apply to all systems throughout the City of Naples assigned to the Contractor. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance services. Pricing is requested for all state required inspections to include a 5-year inspection. The tests will be scheduled through the Contract Manager.

### **INCLUDED SERVICES**

1. One-time system inventory to be supplied to the City at start of contract, to include a fire extinguisher list with year for recharge and hydro testing.
2. Annual fire inspection is done in November; kitchen system inspections are in November and May; sprinkler system quarterly inspections are in November, February, May, and August.
3. Supply labor and perform tests as required for annual state inspections as required by Florida Code
  - a. To include:
    - a) Fire alarms
    - b) Sprinkler systems
    - c) Back flows
    - d) Portable fire extinguishers
    - e) Existing lightening
    - f) Emergency lighting
    - g) Kitchen systems
    - h) Smoke detectors

4. Bi-annual inspection of kitchen systems
  - a. Located at:
    - a) Equipment Services
    - b) Fire Station #2
    - c) Lowdermilk Park
    - d) River Park Community Center
  
5. Incidentals to be included in price:
  - a) Cleaning of sprinkler heads
  - b) Replacement of caps on backflows
  - c) Annual maintenance certification for fire extinguishers (Recharge and hydro testing are priced independently)
  - d) Replacement fire extinguisher holders
  - e) Replacement of burned out light bulbs in exit lighting
  - f) Battery replacement in exit lighting
  - g) Replacement of burned out light bulbs in emergency lighting
  - h) Battery replacement in emergency lighting
  - i) Battery replacement in smoke detectors
  
6. The City of Naples reserves the right to have repairs or replacements put out for competitive pricing.
  
7. The City of Naples reserves the right to add or delete locations or systems.

**SECTION 2**  
**SPECIFICATIONS**  
**Nonproprietary Fire Systems**

**A. SCOPE OF SERVICES**

Provide all labor, materials, equipment and incidentals necessary to install new nonproprietary fire systems at four City of Naples facilities as specified herein. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance services.

**B. AWARD OF CONTRACT**

The City reserves the right to award the contract in a manner that best serves the interests of the City of Naples. The contract term is specific to this project.

The permitting phase for this contract will begin within 5 business day of issuing of purchase order.

**C. CONTRACT MANAGEMENT**

Joe Boscaglia and/or his authorized representative will serve as the City's Contract Manager.

**D. LICENSES AND PERMITTING**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to submittal. All licenses must be active and in good standing at the time of the opening.

Permitting is required for aspects of the fire alarm system monitoring and repair/replacement. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will be responsible for obtaining all permitting to include all fees associated with the permit process.

**E. INSURANCE**

Successful contractor(s) shall furnish proof of insurance as per specifications.

**F. CONDUCT**

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples, and shall at all times be courteous to the public. Uniform is required with company name and proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

**G. CONTRACTORS EQUIPMENT**

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be identified with the name of the company and phone number clearly visible.

**H. DISPOSAL OF DEBRIS**

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

**I. SCHEDULING OF WORK**

All work performed from Monday to Friday between the hours of 8:00 am to 5:00 pm will be considered at business hour rates. Work performed outside these hours will be considered at after business hour rates.



Contact must be made with the Contract Manager upon arriving on City property and before beginning any work. Upon completion of work, contact must be made with the Contract Manager to advise the system status and the leaving of City property.

**J. PAYMENT REQUESTS AND INVOICES**

Payment requests shall be submitted at completion of project.

**K. NON-PERFORMANCE**

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until work deficiencies are corrected.

**L. QUALIFICATIONS**

The Contractor shall be licensed with a minimum of three (3) years of experience in fire and burglar alarm systems. All proposers shall provide, with their bid proposal, a list of at least three (3) commercial references. The City reserves the right to contact these as references, in order to determine the competency of the Contractor.

All specifications for this contract must be performed by the contractor receiving award. There is no sub-contracting allowed or permitted.

**M. POST-STORM RESPONSE**

Post-storm response time shall be twenty-four (24) hours. Any exceptions will be through the approval of the Contract Manager.

**N. REJECTING DEFECTIVE WORK**

The Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work within one working day and bear all costs to correct the defective work. The contractor will contact the Contract Manager to advise when staff will be on site to correct the rejected work. If the contractor fails within one working day after written notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City will withhold payment due to the Contractor for the portion of service not rendered. Should unacceptable or incomplete site service continue, termination of contractor will be requested.

## **SPECIFICATIONS – FIRE PANELS**

### **SCOPE OF WORK**

Provide all labor, materials, equipment and incidentals necessary to install new nonproprietary fire systems at four City of Naples facilities as specified herein. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance services.

### **FIRE PANEL LOCATIONS**

<b>PROPERTY</b>
Lowdermilk Park
Naples Preserve
Norris Community Center
Tennis Pro Shop

# Cost Schedule

THIS SCHEDULE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL

**City of Naples Maintenance of Fire Burglar System  
RFP #14-047**

**SECTION 1 - PART A MONITORING - REFER TO PAGE 17 FOR SPECIFICATION**

	PROPERTY	ADDRESS	MONTHLY MONITORING CHARGE	ANNUAL MONITORING CHARGE
A-1	City Hall	735 8th Street S	\$	\$
A-2	City Council Chambers	735 8th Street S	\$	\$
A-3	Fleischman Park Community Center	1600 Fleischman Blvd	\$	\$
A-4	Lowdermilk Park	1301 Gulf Shore Blvd	\$	\$
A-5	Naples Preserve	1690 Tamiami Tr N	\$	\$
A-6	Norris Community Center	755 8th Ave S	\$	\$
A-7	Parking Garage (4th Ave S)	4th Ave S & 8th Street S	\$	\$
A-8	Parking Garage (6th Ave S)	6th Ave S & 8th Street S	\$	\$
A-9	River Park Community Center/Pool	301 11th Street N	\$	\$
A-10	Tennis Pro Shop	755 8th St S	\$	\$
A-11	Warehouse/Records Center	270 Riverside Circle	\$	\$
<b>PART A - TOTAL</b>				<b>\$</b>

**SECTION 1 - PART B REPAIR SERVICES - REFER TO PAGE 17 FOR SPECIFICATIONS**

			HOURLY RATE	TOTAL CHARGE
<b>During Business Hours</b>				
B-1	Hourly Technician Rate	Base total on 50 Hours	\$	\$
B-2	Hourly Helper Rate (Helper must be approved by City before invoiced)	Base total on 50 Hours	\$	\$
<b>After Business Hours</b>				
B-3	Emergency Hourly Technician Rate (Not to exceed 1-1/2 X business hour rate)	Base total on 10 Hours	\$	\$
B-4	Emergency Hourly Helper Rate (Not to exceed 1-1/2 X business hour rate) (Helper must be approved by City before invoiced)	Base total on 10 Hours	\$	\$
B-5	Percent Mark-up for Parts/Materials (Your percentage _____ ; Not to exceed 20% based on est. \$10,000 annual expenditure)			\$
<b>PART B - TOTAL</b>				<b>\$</b>

Continued on Next Page

**SECTION 1 - PART C FIRE INSPECTION - REFER TO PAGE 17 FOR SPECIFICATIONS**

	<b>PROPERTY</b>		<b>ANNUAL INSPECTION</b>	<b>5- YEAR INSPECTION</b>
C-1	Anthony Park	1500 5th Avenue North	\$	\$
C-2	City Boat Dock	880 12th Avenue South	\$	\$
C-3	City Hall	735 8th Street S	\$	\$
C-4	Council Chambers	735 8th Street S	\$	\$
C-5	Community Development	295 Riverside Circle	\$	\$
C-6	Community Services	280 Riverside Circle	\$	\$
C-7	Equipment Services	370 Riverside Circle	\$	\$
C-8	Facilities Maintenance and Parks & Parkwa	1200 Fleischmann Blvd.	\$	\$
C-9	Fire Station #1 and RSVP Building	835 8th Avenue South	\$	\$
C-10	Fire Station #2	977 26th Avenue North	\$	\$
C-11	Fire Training Center	1550 10 Street North	\$	\$
C-12	Fleischman Park Community Center	1600 Fleischman Blvd	\$	\$
C-13	Lowdermilk Park	1301 Gulf Shore Blvd	\$	\$
C-14	Naples Pier	25 12th Avenue South	\$	\$
C-14	Naples Preserve	1690 Tamiami Tr N	\$	\$
C-16	Norris Community Center	755 8th Ave S	\$	\$
C-17	Band Shell	755 8th Ave S	\$	\$
C-18	Cambier Park Little League	755 8th Ave S	\$	\$
C-19	Tennis Pro Shop	755 8th St S	\$	\$
C-20	Parking Garage (4th Ave S)	4th Ave S & 8th Street S	\$	\$
C-21	Parking Garage (6th Ave S)	6th Ave S & 8th Street S	\$	\$
C-22	Police & Fire Services	355 Riverside Circle	\$	\$
C-23	River Park Community Center to include Pool	301 11th Street N	\$	\$
C-24	Solid Waste	50 Riverside Circle	\$	\$
C-25	Utilities Administration	380 Riverside Circle	\$	\$
C-26	Utilities Maintenance	1450 4th Ave N Bldg #95	\$	\$
C-27	Waste Water Collections	1450 4th Ave N Bldg #99	\$	\$
C-28	Waste Water Treatment Plant	1400 3rd Ave N	\$	\$
C-29	Water Treatment Plant	1000 Fleishmann Blvd	\$	\$
C-30	Warehouse/Records Center	270 Riverside Circle	\$	\$

**PART C ANNUAL INSPECTION \$**

**SECTION 1 - PART D ADDITIONAL FIRE INSPECTION - REFER TO PAGE 17**

		<b>UNIT</b>	<b>CHARGE</b>
D-1	Kitchen System Inspection	Per system	\$
D-2	Emergency & Exit Lighting	Per building	\$
D-3	Annual Maintenance Certification for Fire Extinguishers	Per extinguisher	\$
D-4	Recharging Cost for Fire Extinguishers	Per extinguisher	\$
D-5	Hydrostatic Test Cost for Fire Extinguishers	Per extinguisher	\$
D-6	Percent Mark-up for Purchase of new Fire Extinguishers		\$
	(Your percentage ___ ; Not to exceed 20% based on est. \$10,000 annual expenditure)		

**PART D ANNUAL INSPECTION \$**

**Continued on Next Page**

**SECTION 2 - PART E FIRE PANELS - REFER TO PAGE 23 FOR SPECIFICATIONS**

	<b>PROPERTY</b>		<b>SYSTEM PRICE</b>
E-1	Lowdermilk Park	1301 Gulf Shore Blvd N	\$
E-2	Naples Preserve	1690 Tamiami Trail N	\$
E-3	Norris Community Center	755 8th Avenue S	\$
E-4	Tennis Pro Shop	755 8th St S	\$

**PART E TOTAL** \$

<b>PART A TOTAL</b>	\$ <input type="text"/>
<b>PART B TOTAL</b>	\$ <input type="text"/>
<b>PART C TOTAL</b>	\$ <input type="text"/>
<b>PART D TOTAL</b>	\$ <input type="text"/>
<b>PART E TOTAL</b>	\$ <input type="text"/>

**GRAND TOTAL** \$

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

Email \_\_\_\_\_

Name and Title of individual completing this schedule:

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

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

**EXHIBIT A**

**Fire Alarm Permit Application**



CITY OF NAPLES  
295 RIVERSIDE CIRCLE  
NAPLES, FL 34102  
239-213-5020

**FIRE ALARM  
PERMIT APPLICATION**  
FLORIDA BUILDING CODE 2010

**Job Information:**

Permit# \_\_\_\_\_

Tax/Folio #: \_\_\_\_\_ Legal Description: \_\_\_\_\_

Job Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Est. cost: \$ \_\_\_\_\_ Permit expiration date: \_\_\_\_\_

Number of units: \_\_\_\_\_ Square footage: \_\_\_\_\_

Description of work: \_\_\_\_\_

**Contractor Information:**

Contractor: \_\_\_\_\_ State Cert/CC Comp Card #: \_\_\_\_\_

Qualifier's name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Please check all items included with permit package:**

- \_\_\_\_\_ Two copies of a floor plan showing placement of all devices
- \_\_\_\_\_ Two copies of a schematic riser/wiring diagram showing IDC/SLC arrangement
- \_\_\_\_\_ Two copies of a bill of material, with specification sheets for all equipment and wire.
- \_\_\_\_\_ Two copies of the sequence of operations.
- \_\_\_\_\_ Two copies of the scope of work.
- \_\_\_\_\_ Two copies of battery and line loss calculations.

**Regulations and Information:**

1. The City of Naples adopted the National Fire Code, Volumes 1-11, including the supplement. Some sections have been amended; please check for most currently adopted editions in the Florida Fire Prevention Code.
2. If total system costs exceed \$5,000.00, such plans shall be sealed by a Florida registered engineer.
3. Required plan size is 24" x 36" maximum. Plans must be to scale with a minimum of 3/16"=1'.
4. The fee for this permit is \$0.10 per square foot of the gross square footage of the structure. The minimum fee shall be \$100.00. A plan review fee, equal to 15% of permit fee, will be due at time of application. If plan review fee is less than \$30.00, it will be collected at time permit is issued, or upon withdrawal. The plan review fee is not refundable, nor is it credited to any other fee.

*More information can be found in NFPA 72.*

RECORDED NOTICE OF COMMENCEMENT MUST BE POSTED IF THE PROJECT VALUATION EXCEEDS \$2,500.00  
**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.**

**Contractor's Affidavit:**

I certify that all the foregoing information is accurate and that all work must be done in compliance with all applicable laws regulating construction and zoning. I understand **THERE WILL BE A FINAL INSPECTION** of the work permitted herein. Compliance will be strictly enforced. **No work whatsoever will commence until the building permit has been issued.**

- The permit fee will be doubled if work is started without an approved permit.
- Additional information can be found on our website: [www.naplesgov.com](http://www.naplesgov.com)

\_\_\_\_\_  
Print Name of Qualifier

\_\_\_\_\_  
Signature of Qualifier

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature, Notary Public – State of Florida

(Seal)

\_\_\_\_\_  
Printed, Typed, or Stamped Name of Notary



# Cost Schedule

THIS SCHEDULE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL

**City of Naples Maintenance of Fire Burglar System  
RFP #14-047**

**SECTION 1 - PART A MONITORING - REFER TO PAGE 17 FOR SPECIFICATION**

	PROPERTY	ADDRESS	MONTHLY MONITORING CHARGE	ANNUAL MONITORING CHARGE
A-1	City Hall	735 8th Street S	\$	\$
A-2	City Council Chambers	735 8th Street S	\$	\$
A-3	Fleischman Park Community Center	1600 Fleischman Blvd	\$	\$
A-4	Lowdermilk Park	1301 Gulf Shore Blvd	\$	\$
A-5	Naples Preserve	1690 Tamiami Tr N	\$	\$
A-6	Norris Community Center	755 8th Ave S	\$	\$
A-7	Parking Garage (4th Ave S)	4th Ave S & 8th Street S	\$	\$
A-8	Parking Garage (6th Ave S)	6th Ave S & 8th Street S	\$	\$
A-9	River Park Community Center/Pool	301 11th Street N	\$	\$
A-10	Tennis Pro Shop	755 8th St S	\$	\$
A-11	Warehouse/Records Center	270 Riverside Circle	\$	\$
<b>PART A - TOTAL</b>				\$

**SECTION 1 - PART B REPAIR SERVICES - REFER TO PAGE 17 FOR SPECIFICATIONS**

			HOURLY RATE	TOTAL CHARGE
<b>During Business Hours</b>				
B-1	Hourly Technician Rate	Base total on 50 Hours	\$	\$
B-2	Hourly Helper Rate (Helper must be approved by City before invoiced)	Base total on 50 Hours	\$	\$
<b>After Business Hours</b>				
B-3	Emergency Hourly Technician Rate (Not to exceed 1-1/2 X business hour rate)	Base total on 10 Hours	\$	\$
B-4	Emergency Hourly Helper Rate (Not to exceed 1-1/2 X business hour rate) (Helper must be approved by City before invoiced)	Base total on 10 Hours	\$	\$
B-5	Percent Mark-up for Parts/Materials (Your percentage _____ ; Not to exceed 20% based on est. \$10,000 annual expenditure)			\$
<b>PART B - TOTAL</b>				\$

Continued on Next Page



**SECTION 1 - PART C FIRE INSPECTION - REFER TO PAGE 17 FOR SPECIFICATIONS**

	<b>PROPERTY</b>		<b>ANNUAL INSPECTION</b>	<b>5- YEAR INSPECTION</b>
C-1	Anthony Park	1500 5th Avenue North	\$	\$
C-2	City Boat Dock	880 12th Avenue South	\$	\$
C-3	City Hall	735 8th Street S	\$	\$
C-4	Council Chambers	735 8th Street S	\$	\$
C-5	Community Development	295 Riverside Circle	\$	\$
C-6	Community Services	280 Riverside Circle	\$	\$
C-7	Equipment Services	370 Riverside Circle	\$	\$
C-8	Facilities Maintenance and Parks & Parkwa	1200 Fleischmann Blvd.	\$	\$
C-9	Fire Station #1 and RSVP Building	835 8th Avenue South	\$	\$
C-10	Fire Station #2	977 26th Avenue North	\$	\$
C-11	Fire Training Center	1550 10 Street North	\$	\$
C-12	Fleischman Park Community Center	1600 Fleischman Blvd	\$	\$
C-13	Lowdermilk Park	1301 Gulf Shore Blvd	\$	\$
C-14	Naples Pier	25 12th Avenue South	\$	\$
C-14	Naples Preserve	1690 Tamiami Tr N	\$	\$
C-16	Norris Community Center	755 8th Ave S	\$	\$
C-17	Band Shell	755 8th Ave S	\$	\$
C-18	Cambier Park Little League	755 8th Ave S	\$	\$
C-19	Tennis Pro Shop	755 8th St S	\$	\$
C-20	Parking Garage (4th Ave S)	4th Ave S & 8th Street S	\$	\$
C-21	Parking Garage (6th Ave S)	6th Ave S & 8th Street S	\$	\$
C-22	Police & Fire Services	355 Riverside Circle	\$	\$
C-23	River Park Community Center to include Pool	301 11th Street N	\$	\$
C-24	Solid Waste	50 Riverside Circle	\$	\$
C-25	Utilities Administration	380 Riverside Circle	\$	\$
C-26	Utilities Maintenance	1450 4th Ave N Bldg #95	\$	\$
C-27	Waste Water Collections	1450 4th Ave N Bldg #99	\$	\$
C-28	Waste Water Treatment Plant	1400 3rd Ave N	\$	\$
C-29	Water Treatment Plant	1000 Fleishmann Blvd	\$	\$
C-30	Warehouse/Records Center	270 Riverside Circle	\$	\$

**PART C ANNUAL INSPECTION \$**

**SECTION 1 - PART D ADDITIONAL FIRE INSPECTION - REFER TO PAGE 17**

		<b>UNIT</b>	<b>CHARGE</b>
D-1	Kitchen System Inspection	Per system	\$
D-2	Emergency & Exit Lighting	Per building	\$
D-3	Annual Maintenance Certification for Fire Extinguishers	Per extinguisher	\$
D-4	Recharging Cost for Fire Extinguishers	Per extinguisher	\$
D-5	Hydrostatic Test Cost for Fire Extinguishers	Per extinguisher	\$
D-6	Percent Mark-up for Purchase of new Fire Extinguishers		\$
	(Your percentage ____ ; Not to exceed 20% based on est. \$10,000 annual expenditure)		

**PART D ANNUAL INSPECTION \$**

**Continued on Next Page**

**SECTION 2 - PART E FIRE PANELS - REFER TO PAGE 23 FOR SPECIFICATIONS**

	<b>PROPERTY</b>		<b>SYSTEM PRICE</b>
E-1	Lowdermilk Park	1301 Gulf Shore Blvd N	\$
E-2	Naples Preserve	1690 Tamiami Trail N	\$
E-3	Norris Community Center	755 8th Avenue S	\$
E-4	Tennis Pro Shop	755 8th St S	\$

**PART E TOTAL** \$

<b>PART A TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<b>PART B TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<b>PART C TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<b>PART D TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<b>PART E TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

**GRAND TOTAL** \$

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

**Email** \_\_\_\_\_

**Name and Title of individual completing this schedule:**

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

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

**EXHIBIT A**

**Fire Alarm Permit Application**



CITY OF NAPLES  
295 RIVERSIDE CIRCLE  
NAPLES, FL 34102  
239-213-5020

**FIRE ALARM  
PERMIT APPLICATION**  
FLORIDA BUILDING CODE 2010

**Job Information:**

Permit# \_\_\_\_\_

Tax/Folio #: \_\_\_\_\_ Legal Description: \_\_\_\_\_

Job Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Est. cost: \$ \_\_\_\_\_ Permit expiration date: \_\_\_\_\_

Number of units: \_\_\_\_\_ Square footage: \_\_\_\_\_

Description of work: \_\_\_\_\_

**Contractor Information:**

Contractor: \_\_\_\_\_ State Cert/CC Comp Card #: \_\_\_\_\_

Qualifier's name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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\_\_\_\_\_  
Print Name of Qualifier

\_\_\_\_\_  
Signature of Qualifier

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature, Notary Public – State of Florida

(Seal)

\_\_\_\_\_  
Printed, Typed, or Stamped Name of Notary