

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:

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:	**************************************		OPENING DATE & TIME:
09/10/14	CONSULTANTS (LIBRARY) UNDER FLORIDA STATUTE 287.055	14-054	10/07/2014
	L CONFERENCE: DATE, TIME AND LOCATION: A NON-MANDATORY ler 19, 2014 at 10:00 AM local time; Naples Street and Stormwater Department		

MAILING ADDRESS:		
CITY-STATE-ZIP:		
PHONE:		EMAIL:
FAX:		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
		y all that apply
Addendum #1	I acknowledge receipt / revie Addendum #2	w of the following addendumAddendum #3Addendum #4

PLEASE NOTE THE FOLLOWING:

- This page must be completed and returned with your proposal.
- Proposals must be <u>submitted in a sealed envelope</u>, 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, proposal title, 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. This will be a multi-award RFQ's to create a Library of Consultants by the issuance of (CSC) Continuing Services Contracts.
- **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, Statues, 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.
- **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 <u>only this page</u> to:

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

Proposal#	and Description:
We, the undersig	ned, decline to propose on the above project for the following
specified of Our Comp Our currer services. Specificati	able to respond to the Request for Qualifications by the deadline. any does not offer this product or service. It work schedule will not permit us to perform the required ons are incomplete or information is unclear plain below).
Other (Pleas	e specify below)
	f individual completing this form:
Name and The O	i individual completing this form.
(Printed Name)	(Title)
(Signature)	(Date)

PROFESSIONAL SERVICES SPECIAL CONDITIONS

A. TERMS OF CONTRACT

Each continuing services contract will be in-place for a seven (7) year term at the sole discretion of the City. Selected consultants will be expected to sign a City standard contract after hourly consultant rates are negotiated as described under the CCNA statute.

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

Proposers must submit a minimum of five completed and returned letters of reference related to the firm's submitted qualifications of any of the four CCNA disciplines listed in Item-E of this section. Additionally, IRS W-9s will be required with all vendors' submissions.

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. PROPOSAL FORMAT

This (RFQ) Request For Qualifications is for the creation of a Library of Pre-Qualified Professional Services firms in accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA). A City Manager appointed evaluation committee will competitively select and pre-qualify firms in the four CCNA disciplines including:

- 1) Architectural Services
- 2) Engineering Services (including sub-disciplines menu of Civil, Electrical, Structural, Transportation, Mechanical, Environmental / Natural Resources, Water Resources, Coastal and Marine Engineering)
- 3) Landscape Architectural Services (including a sub-disciplines menu of: Studies, Planning, and Design)
- 4) Surveying / Mapping Services

As projects arise and are funded, City Departments will have the ability to choose and negotiate specific Task Orders for Scope of Services and Basis of Compensation from the Library of Consultants (Library) for their specific project. Selection and rotation of firms chosen by a Department from the Library will be in direct accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act. Proof of insurance from all proposers is required at the time of issuance and award of a (CSC) Continuing Services Contract and must be maintained throughout the contract period.

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

City of Naples RFQ 14-054 12

SUBMISSION CHECKLIST

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

CHECKLIST ELEMENTS	INCLUDED
 Submit one (1) original signature and five (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. 	
 Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs; and any information required of the proposer identified in the text of the bid including information for proposal evaluation. 	
Include any delivery information.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet, Submission Checklist Sheet, Interest Matrix</u> and signed <u>W-9</u> form (August 2013).	
 Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. <u>Include all Addendums with your Proposal.</u> Examples of Vendor contracts used by the City can be found on the City of Naples website < www.naplesgov.com > at the Purchasing Department start page under "Quick Links," and should be reviewed by the vendor. 	
Bid / Proposal document needs to be received on/before the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to:	
 The mailing envelope might be sealed and marked with: BID Number: RFQ 14-054 BID Title: Professional Services Library BID Opening Date: October 7, 2014 	

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 of Naples.

(RFQ) REQUEST FOR QUALIFICATIONS

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

CITY OF NAPLES, FLORIDA

PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS (LIBRARY) UNDER FLORIDA STATUTE 287.055 RFQ 14-054

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SCOPE OF SERVICES

OVERVIEW

The City of Naples is soliciting qualified firms under the four CCNA disciplines applicable to Professional Services to provide services for various projects. These services will supplement an array of professional in-house staff. This will be a multi-award RFQ's to create a Library of Consultants by the issuance of (CSC) Continuing Services Contracts. The Continuing Services Contracts resulting from this solicitation will be drafted to limit tasks orders/projects to \$200,000.

Proposers may submit qualifications under one or as many disciplines (or subdisciplines) as applicable to their firm's expertise as indication in each disciplines' area "Interest Matrix." It is the intent of the City to have multiple firms under the various CCNA Professional Services disciplines pre-qualified in order to provide specialized services and expertise from the highest and best evaluated firms needed for City projects. The services provided will result in quality libraries or pools of consultants that will be available to all City departments.

The City reserves the right to order such services from selected firms as may be required during said period, but does not guarantee any minimum or maximum services to be ordered during the period specified from any given firm. Task Order assignments shall be at the sole discretion of the City.

Please indicate any confidential or propriety information in your proposal subject to redaction from Freedom of Information Requests from the public. Note; such information must be included in a separate envelop and is only confidential or proprietary if it can be excluded under Florida Statute 119.

The City of Naples does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

RESPONSE FORMAT

It is a submission requirement that the Tab format in the following indexes be followed for all submissions. Firms only need to submit a single Required Common Elements (Tab A) and at least one other Tab(s) for the discipline(s) (and related sub-discipline(s) if applicable) for which they would like to be considered. To create a fair evaluation of proposals, all proposals must conform to these guidelines set forth in this RFQ. Any proposal that contains variances may be considered non-responsive. All proposals should be presented as described in the RFQ with Tabs clearly marked. Each section should be clearly labeled, with pages numbered and separated by the appropriate tab(s). Failure by a proposer to include all required items may result in the rejection of the proposal.

A City Manager appointed evaluation committee will competitively select and pre-qualify firms in the four CCNA disciplines. The four CCNA disciplines are:

- Tab B : Architectural Services
- Tab C : Engineering Services
- Tab D : Landscape Architectural Services
- Tab E : Surveying / Mapping Services

TAB: A REQUIRED COMMON ELEMENTS

The City is interested in receiving qualified proposals. As Tab A, please include the Required Common Elements below for any submission regardless of the disciplines also being submitted. **MAXIMUM PAGES 10 (One Sided).**

- 1. **SIGNED LETTER OF TRANSMITTAL** Indicate express agreement to meet all requirements of this RFQ.
- 2. **COVER SHEET** First page of the RFQ signed with original signature, dated and addendum acknowledgement.
- 3. **FIRM'S ORGANIZATIONAL STRUCTURE** Provide the firm's organizational structure, date founded, number and location of offices, and total number of professional staff.
- 4. **W-9** Provide a signed and dated IRS August 2013 Federal form.
- 5. **SUBMISSION CHECK LIST** Completed as acknowledgement of baseline submission requirement (Form provided above).
- 6. **TERMINATIONS** List any Federal, State or local government agency or other similar type of public or quasi-public agency with whom a relationship has been terminated in the past three years. Describe in detail the reasons for the termination of any such relationships.
- 7. **INVESTIGATIONS** List any recently started, ongoing, or completed investigation, adverse determination, settlement agreement, indictment or information involving the firm, or a member of the firm, and the US Internal Revenue Service, the Department of the Treasury, the Securities and Exchange Commission, Department of Justice, State or local criminal prosecutorial agency or any other Federal, State, or local agency and whether any tax exempt bond issue for which you were bond counsel, bond cocounsel, or tax counsel, has been determined to be taxable by the US Internal Revenue Service (whether such finding is preliminary or final).
- 8. **DISCIPLINE(S) FOR CONSIDERATION** Using the Interest Matrix below, check the discipline(s) and sub-discipline(s) for which your firm would like to be considered and include this complete and signed matrix in this Section 8. Check either the **YES** box if interested or **NO** box if not interested for each discipline. Select all boxes with either a YES or NO designation.

	DISCIPLINES FOR CONSIDERATION
	Interest Matrix
	For Inclusion in TAB: A REQUIRED COMMON ELEMENTS
	Please Check ALL Boxes as either YES or NO
CHECK ON	E DISCIPLINE
YES NO	
	Architectural Services
	Engineering Services (If YES, then Choose YES for at Least One Sub-discipline)
	Civil
	Electrical
	Structural
	Transportation
	Mechanical (e.g. HVAC, pumps, plumbing, etc.)
	Environmental / Natural Resources
	Water Resources (e.g. stormwater, potable water, reuse water, wastewater, raw water, conveyance, supply, transmission, treatment, storage, etc.)
	Coastal and Marine
	Landagene Anglitectural Comitage
	Landscape Architectural Services (If YES, then Choose YES for at Least On
	Studies
	Planning
	Design
	Surveying / Mapping Services
	Odi veying / mapping betvices
-	
Cor	npany NamePH
Em	ail
NT	and Tide of individual complete date 1
INar	ne and Title of individual completing this schedule:
(Pr	inted Name) (Title)
-	
<u>(61:</u>	
(816	nature) (Date)

TAB: B ARCHITECTURAL SERVICES

Tab B Architectural Services - Maximum 15 pages (two sided)

Definition of Architectural Services:

"Architecture" means the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts. (Florida - 481.203(8) - Statutes)

Potential Projects

Potential projects from the current five year Capital Improvement Programing include:

- Utilities Maintenance Building Replacement/Modifications
- WTP Filter Awning Improvements
- WTP Chemical Storage Improvements
- Utilities Administration Building Improvements
- Utilities Water Distribution's Awning Extension
- Recreational Park Buildings, Facilities and Amenities

Selection Criteria

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. Tab B is limited to 15 pages (two sided).

The criteria below will be used by the Evaluation Committee for scoring and selection of the vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

1)	Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience MAXIMUM POINTS
2)	Discipline Staff Credentials, Lead Staff Project Management Experience and Background MAXIMUM POINTS
3)	References Letters- Five Completed and Returned with Qualifications MAXIMUM POINTS25
4)	Firm's Location, Availability and Responsiveness MAXIMUM POINTS15

5)	Certified (MBE)	Minority	Business	Enterprise	Status
	MAXIMUM POIN	TS			5

TAB: C ENGINEERING SERVICES

Tab C Engineering Services - Maximum 15 pages (two sided).

Definition of Engineering Services:

"Engineering" includes the term "professional engineering" and means any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services. (Florida 471.005 - Statutes)

Potential Projects

Potential projects from the current five year Capital Improvement Programing include:

- Reclaimed Transmission and Distribution System Expansion
- Potable Water Distribution System Improvements/Replacements
- Fire Flow Improvements
- Hydraulic Model Updates
- Utility Master Plans
- Pump Station Improvements
- Water and Wastewater Treatment Plant Improvements, Replacements, and/or Expansions
- Beach Outfall removal and modifications, permitting, CEI
- Stormsewer Design, permitting, CEI
- Pump Station Design, permitting, CEI
- Stormwater Lake Restoration
- Dredging Design, permitting CEI
- Bridge inspections, evaluations, design, permitting and CEI
- Filtermarsh & Rain Garden Design and Permitting
- Oyster Bed, Seagrass Bed, & Mangrove Restoration Project Design & Permitting
- Pump Station Outfall Impoundment & Filtering (Cove Pump Station)
- Habitat Island Design, Permitting & Construction Inspection
- Transportation & Traffic Studies, Warrant Studies for Traffic Signals and Stop Signs
- Traffic Signal Mast Arm Design
- Geographic Systems Data collection, input and management

Selection Criteria

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. Tab C is limited to 15 pages (two sided) including any information provided for selected sub disciplines.

The criteria below will be used by the Evaluation Committee for scoring and selection of the vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

1)	Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience MAXIMUM POINTS
	WAXIMUM POINTS30
2)	Discipline Staff Credentials, Lead Staff Project Management Experience and Background
	MAXIMUM POINTS25
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<i>ა)</i>	References Letters– Five Completed and Returned with Qualifications MAXIMUM POINTS25
	WAXIIVIOW F OINTS25
4)	Firm's Location, Availability and Responsiveness
•	MAXIMUM POINTS15
5)	Certified (MBE) Minority Business Enterprise Status
	MAXIMUM POINTS5

TAB: D LANDSCAPE ARCHITECTURAL SERVICES

Tab D Landscape Architectural Services - Maximum 15 pages (two sided).

Definition of Landscape Architectural Services:

"Landscape architecture" means professional services, including, but not limited to, the following: (a) Consultation, investigation, research, planning, design, preparation of drawings, specifications, contract documents and reports, responsible construction supervision, or landscape management in connection with the planning and development of land and incidental water areas, including the use of Florida-friendly landscaping as defined in s. 373.185, where, and to the extent that, the dominant purpose of such services or creative works is the preservation, conservation, enhancement, or determination of proper land uses, natural land features, ground cover and plantings, or naturalistic and aesthetic values; (b) The determination of settings, grounds, and approaches for and the siting of buildings and structures, outdoor areas, or other improvements; (c) The setting of grades, shaping and contouring of land and water forms, determination of drainage, and provision for storm drainage and irrigation systems where such systems are necessary to the purposes outlined herein; and (d) The design of such tangible objects and features as are necessary to the purpose outlined herein. (Florida 481.303 Statutes)

Potential Projects

Potential projects from the current five year Capital Improvement Programing include:

- Landscape Medians
- CDS and Park Landscape
- City Wide Playground Improvements
- Streetscaping
- Florida-friendly Beatification

Selection Criteria

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. Tab D is limited to 15 pages (two sided).

The criteria below will be used by the Evaluation Committee for scoring and selection of vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

1)	Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience		
	MAXIMUM POINTS30		
2)	Discipline Staff Credentials, Lead Staff Project Management Experience and Background		
	MAXIMI IM POINTS 25		

3)	References Letters- Five Completed and Returned with Qualifications MAXIMUM POINTS25
4)	Firm's Location, Availability and Responsiveness MAXIMUM POINTS15
5)	Certified (MBE) Minority Business Enterprise Status MAXIMUM POINTS

TAB: E SURVEYING / MAPPING SERVICES

Tab E Surveying / Mapping Services - Maximum 15 pages (two sided)

Definition of Surveying / Mapping Services:

"Surveyor and mapper" includes the term "professional surveyor and mapper" and means a person who is registered to engage in the practice of surveying and mapping under ss. 472.001-472.037. For the purposes of this statute, a surveyor and mapper means a person who determines and displays the facts of size, shape, topography, tidal datum planes, legal or geodetic location or relation, and orientation of improved or unimproved real property through direct measurement or from certifiable measurement through accepted photogrammetric procedures. (Florida 472.005 Statutes)

Potential Projects

Potential projects from the current five year Capital Improvement Programing include:

- Reclaimed Transmission and Distribution System Expansion
- Potable Water Distribution System Improvements/Replacements
- Fire Flow Improvements
- Pump Station Improvements
- Water and Wastewater Treatment Plant Improvements, Replacements, and/or Expansions
- Utilities and Stormwater GIS Enhancements regarding subsurface asset data collection

Selection Criteria

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. Tab E is limited to 15 pages (two sided) including any information provided for selected sub disciplines. The criteria below will be used by the Evaluation Committee for scoring and selection of vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

1)	Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience
	MAXIMUM POINTS30
2)	Discipline Staff Credentials, Lead Staff Project Management Experience and Background
	MAXIMUM POINTS25
3)	References Letters– Five Completed and Returned with Qualifications MAXIMUM POINTS25

4)	Firm's Location, Availability and Responsiveness
	MAXIMUM POINTS15
5)	Certified (MBE) Minority Business Enterprise Status
	MAXIMUM POINTS5

PROCESS

PROCESS

- 1. Responses to this RFQ will be received on/before 10/07/2014 at 2:00 PM local time.
- Competitive Selection: A selection committee will be appointed by the City Manager. The selection committee will meet in the "Sunshine" to discuss and rank the top firms for each discipline and sub-discipline based on the written proposals to the stated evaluation criteria. The selection committee may meet the week of 10/13/2014.
- 3. The City may choose to interview the highest ranked firms before a final ranking is established. Interviews may occur, either in person or by phone. An interview will include a presentation by the firm to stated written questions by the Committee followed by questions and answers 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 the week of October 20, 2014
- 5. <u>Competitive Negotiations:</u> Staff will then formalize a Scope of Services for each discipline and sub-disciplines and negotiate a fee with the top ranked firms. If a fair and reasonable fee cannot be achieved with any of the topped ranked firms, than Staff will proceed to the next top ranked firms. This process will continue until each discipline has been assigned a Library of Consultants as determined by the City of Naples.

SELECTION COMMITTEE

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.

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