



REQUEST FOR PROPOSAL

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

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

Cover Sheet

NOTIFICATION DATE: 7/12/2019	TITLE Sandblasting, Painting, Coating Services	SOLICITATION NUMBER: 19-051	OPENING DATE & TIME: 8/13/2019 2:00 PM
PRE-BID CONFERENCE DATE, TIME AND LOCATION: Non-mandatory Pre-Proposal conference will be held July 24, 2019 at 10:00 AM local time in Utilities Department located at 380 Riverside Circle - 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	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder 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 bidder.

FEI/EIN Number _____ DUNS Number _____

Please initial by all that apply
 I acknowledge receipt/ review of the following addendum

____ Addendum #1	____ Addendum #2	____ Addendum #3	____ Addendum #4
____ Addendum #1	____ Addendum #2	____ Addendum #3	____ Addendum #4

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above **“OPENING DATE & TIME”**.
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

GENERAL CONDITIONS

TO ENSURE 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 cover 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 Section 2-668(2) of the City Code.

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 solicitation 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.

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

STATEMENT OF NO PROPOSAL

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

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

Proposal # _____ and Description: _____

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

- ___ We are not able to respond to this 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: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until 31 March 2023 with an option for two (2), one-year renewals.

Each final project invoice will be processed, upon completion of the City's final inspection and the vendor's submission of a completed **CITY OF NAPLES RELEASE AND AFFIDAVIT FORM (Exhibit A)**.

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 three non (City) references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors.

D. STATEMENT OF NO PROPOSAL

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

The contract, if awarded, will be awarded on the RFP submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFP SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon four value categories totaling up to 100 points. Upon review of the RFP, the committee MAY schedule finalist presentations.

F. SECURITY / BID BOND

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the bids require a bid bond, noncompliance will result in rejection of the bid. Note that failure or refusal of the awarded bidder to enter into a

contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

G. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 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. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract. award of a contract.

H. 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 OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:
Gerald “Jed” Secory, MBA / CPPO / CPM
Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
Jsecory@naplesgov.com

SUBMISSION CHECKLIST

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

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> Submit one (1) original signature and six (5) copies of the response, and two (2) properly indexed Windows© compatible PDFs of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number and title. All hard original and copies of submissions must be bound and spiral, comb or 3-ring bound. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the solicitation including information for proposal evaluation. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Include any Professional Licenses that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Mandatory FORMS from this document to be included are: <u>Cover Sheet, References Sheet, Submission Checklist Sheet, signed IRS W-9 (OCT 2018) and Cost Schedule / Schedule of Values.</u> 	<input type="checkbox"/>
<ul style="list-style-type: none"> Have an authorized individual sign the appropriate pages including the Cover Sheet with any bid addendums initialed. Include all Addendums with your Proposal. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Proposal document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> 	<input type="checkbox"/>
<p style="text-align: center;">The mailing envelope must be sealed and marked with:</p> <p>Number: 19-051 Title: Sandblasting, Painting, Coating Services Opening Date: 8/13/2019</p>	<input type="checkbox"/>

ALL COURIER DELIVERED SOLICITATIONS MUST HAVE THE SOLICITATION 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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)
STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared _____ who, after being duly sworn deposes and says of him/her personal knowledge the following:

- 1.) In accordance with the Contract Documents and in consideration of \$_____ to be received _____, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated _____, 20__ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

Witness
President

Witness

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature of Notary)

Name: _____

(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No. _____

City of Naples FL
REQUEST FOR PROPOSAL
Sandblasting, Painting, Coating Services
RFP No. 19-051

PROJECT REQUIREMENTS

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City of Naples, FL
Sandblasting, Painting, Coating Services
RFP No. 19-051

A. INTRODUCTION

The City of Naples desires to enter into a contractual relationship with contractors capable of providing protective coating services including structural repairs, concrete protection, steel protection, and rehabilitation of water and wastewater piping, buildings, structures and tanks utilizing modified epoxy protective coatings and any related services as required by the City on either an as needed basis or on a periodic basis for the City of Naples.

The award of contract(s) shall be based on the selection committees' overall ranking. The City reserves the right to award this contract through an approach which best serves the interest of the City; i.e., to a single vendor, multiple vendors, or by a primary/secondary vendor basis, or on a category-by-category basis.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this Request For Proposal (RFP) will be annual contracts that will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the contractor unless and until the contract is utilized in anticipation of a requested task. Potential contractors are solely responsible for their own costs of developing the proposal associated with this RFP.

B. BACKGROUND

The City of Naples operating, and capital budgets include appropriated funds for the purpose of general maintenance that includes contracted services for the application of protective coating services.

C. SCOPE

The purpose of this RFP is to obtain competitive pricing for qualified contractors in order to obtain annual contracts for general protective coating services for those facilities owned by the City. Those services would include, but not be limited to, structural repairs, concrete protection, and rehabilitation of water and wastewater piping buildings, structures and tanks utilizing modified epoxy protective coatings and any related services as required by the City.

The specifications contained herein describe the general scope of the work for structural repairs and the application of protective coatings to water and wastewater system facilities and infrastructure.

D. DESCRIPTION OF THE SERVICE

The awarded proposers will be invited to participate in quoting specific projects as they become available. Specifications describing the work will be supplied by the City for each project that arises. Work will include structural repairs and the application of protective

coatings in a variety of settings. The project locations shall primarily be the City Water Plant, Wastewater Plant, Port Royal Tank Site, East Naples Tank Site, Solana Road Tank Site, and any remote pumping sites. Secondary locations shall include any and all other facilities operated and owned by the City of Naples. Typical facilities would include locations, but not be limited to, rehabilitation work in sewage plant structures, water plant structures, tanks, trains, clarifiers, contact basins, digesters, headworks, grit chambers, containment units, and other water and wastewater processing systems utilizing protective coatings

There will usually be very limited access into the tanks, whether they are above ground or below and, as a result, the work will take place in areas defined by the Occupational Safety and Health Administration (OSHA) as an enclosed space. The dimensions of the tanks will vary depending on functions and locations, but typically horizontal dimensions exceed 80' and depths exceed 20'. The work will involve preparation of surfaces by sandblasting, grit blasting or high-pressure water blasting as required for each particular project and may also involve chemical disinfection. Structural concrete repairs by troweling, gunite, or other specified method of epoxy or cementitious compounds are generally required, as applicable. A protective coating is then applied by either rolling or spraying. The protective coating will normally be a two-part, 100% solids, no-solvents, epoxy.

After completion of the work, the successful vendor shall thoroughly clean the inside of the tank and any surrounding affected areas of all grit, debris, and material residue, and properly dispose of such.

When regular work under this contract is required, the City shall notify the contractor regarding the location and general nature of work, and will issue the proper work orders, purchase orders, and instructions for the execution of the work. In general, the work under this contract will be related, but not strictly limited, to that which is characteristic of protective coating applications within the municipality and its facilities.

The City of Naples seeks to establish contractual arrangements with at least two (2) or more qualified contractors, on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide general concrete and steel rehabilitation, painting and coating services.

E. PRODUCTS TO BE APPLIED

The concrete repair and patching material, underlayment and primer used shall be of the same manufacturer and/or compatible with the applied coating.

Products Furnished by the Vendor

The type of protective coating shall be determined based on the application required in the in future spot market competition. This shall be determined by specific factors

such as application, abrasion, adhesion, structure to be coated, allowable shut down time of facility, NSF approval for contact with drinking water, compatibility with existing coating for spot repairs, level of hydrogen sulfide gas chemical resistance, bond strength, humidity level in enclosed spaces and other factors.

Each payment executed under this contract will identify the level of protective coating required with acceptable products specified and pre-approved equals. Reference standards for protective coatings are as follows:

Severe Wastewater: ASTM- G210-13 Severe Wastewater Analysis Testing, ASTM D4227 Qualification of Coating Applicators for Application of Coatings to Concrete Surfaces, ASTM D4228 Qualification of Coating Applicators for Application of Coatings to Steel Surfaces, ASTM D-4541 Test Method for Pull Strength of Coatings Using Portable Adhesion Testers.

Abrasion Resistance: ASTM D4060 Test Method for Abrasion Resistance, Tensile Strength ASTM D-638, Compressive Strength ASTM D-695

Contact with Drinking Water: NSF 61 Approval required for products in contact with drinking water.

Patching Materials

Concrete Patching Material: Sika, Tnemec, A.W. Cook Cement Silatec MSM Modified Repair Mortar, or pre-approved equal.

Products Furnished by the City

Each City project will specify whether the protective coating material and related products will be provided by the City or the contractor. If provided by the City, the specified mastic, primer, cross-link activator, and vinyl liner material will be made available to the contractor's work crew at the job site. Determination of protective coating material quantities (when supplied by the City) and/or specifications for each assignment will be made by the City. The contractor shall provide any and all necessary tools, scaffolding, equipment, materials, and supplies.

The contractor shall be responsible for the proper and necessary use of the materials in the performance of the work. The City will furnish the contractor with any available manufacturer-issued descriptive literature, application instructions, and Material Safety Data Sheets.

F. CLEAN-UP

All unusable materials and spills shall be removed from the premises immediately and disposed of in an appropriate manner. Upon final completion, the awarded contractor shall

thoroughly clean up all areas where work has been involved as mutually agreed with the City's project manager.

G. COMPLETION OF WORK

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the successful bidder(s); except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the successful vendor shall notify the City of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the City.

Should an awarded vendor fail to complete the work issued within a specific project under this contract within the number of days as negotiated for the project, or the timeframe cited in the specifications of the project, the City may terminate the order, secure the services of another vendor to complete the work, and/or terminate the contract with the vendor.

H. MANUFACTURER'S FIELD SERVICE TECHNICIAN SERVICES

The contractor shall obtain the services of the Coating Manufacturer's Field Service Technician upon request of the City. The Coating Manufacturer's Field Service Technician shall provide inspection of surface preparation, coating application and final inspection upon request by the City.

I. PRICING AND PERFORMANCE

Contractor shall supply all labor, materials, equipment and any other incidental item necessary to complete the services specified in each project that may be executed under this contract. The proposed price of the project shall provide full compensation to the vendor and shall include all elements of cost to perform and complete the work. No additional cost will be paid by the City.

For purposes of this solicitation, the contractor shall provide a rate sheet that shall include all labor rates, equipment rates, and material mark-up percentages for purposes of evaluating proposals that may be awarded contracts under this solicitation. These rate sheets shall also be incorporated into awarded contracts. These rates shall be the rates that future projects will be based on when preparing estimates/quotes for applicable projects. Contracts awarded under this solicitation will also have the ability to be negotiated on a lump sum basis – whatever may be in the best interest of the City.

J. WARRANTY

The warranty period for the coating installation shall be a minimum of one year for defects in installation.

The warranty period for the protective coating manufacturer shall be a minimum three years for defects in material.

K. SUPPLEMENTAL CONDITIONS

TIME FOR COMPLETION

The contractor shall commence work in accordance with mobilization schedule set forth within these specifications. The contractor shall expedite the work and fully complete tasks within the minimum amount of time possible. It shall be understood that extraordinary emergency conditions including, but not limited to, fire, flood, or danger to life and property may make it necessary for the work to be performed outside of the typical working hours defined herein.

Typical working hours for the purposed of this Contract shall be Monday through Friday, 7:00 AM through 5:00 PM inclusive.

TOOLS

Upon request, each Bidder shall submit a detailed list of all appropriate power tools and minor equipment available for work under this Contract. The City reserves the right to reject the Bid of any contractor who, in the City's estimation, does not own and have available the tools and equipment necessary to perform the types of work anticipated under this Contract.

All costs associated with the operation, maintenance, and repair of all tools and equipment typically needed to perform the work shall be included within the labor rate bid items.

PARTS, MATERIALS, AND EQUIPMENT RENTAL MARKUPS

Contractor purchased equipment, parts, or materials will be based on the contractor's price from a wholesale supply house plus a mark-up of no more than 10%. The contractor's invoices will clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with contractor's invoice.

Upon prior approval by the City, the contractor may rent specialty equipment (i.e. crane, hoist, etc.) for specific projects authorized under this contract. Payment shall be in accordance with the actual invoice for the rental plus the approved mark-up of a maximum of 10%. The bidder must indicate all applicable discounts (if any) within the compensation schedule of the proposal.

WORKMANSHIP AND MATERIALS

All materials to be provided by the CONTRACTOR shall be new and of the best quality for the use intended. The City shall be the sole judge of the class, grade, quality, and type of materials furnished and Incorporated into the Work. The quality of the workmanship entering into the Work shall conform to generally accepted construction practices and procedures and shall be that necessary to complete all Work in a

professional manner. The City of Naples reserves the right to reject any and all Work that is not of the highest quality available for the particular task.

Approved Manufacturers:

- Tnemec Inc.
- Belzona International Ltd
- International Paint
- Raven Lining Systems

ADDITIONAL MANUFACTURES MAY BE ADDED

The contractor shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the work as directed by the City.

PAYMENT

The contractor shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the work as directed by the City.

The rates stated in the proposal to be paid for under the respective items shall be payment in full for the completion of all work performed under this contract and shall include compensation for all incidental work and expenses directly or indirectly connected therewith. Payment for these electrical services shall be made at the Contractor's corresponding unit price for labor, equipment and materials. The labor and equipment rates shall be inclusive of all equipment, material, labor, mobilization/demobilization, use of specialty equipment (including set-up and operation for the equipment), equipment, material, labor, or resources necessary (including power generation, tanks, trucks, and boom trucks, lift equipment, and etc) for the services as required to perform the work specified in the task order; and maintenance of traffic within City right-of-way.

MOBILIZATION/DEMOBILIZATION

ALL MOBILIZATION COST MUST BE INCLUDED AS PART OF THE LABOR AND EQUIPMENT RATES PROVIDED WITHIN THIS PROPOSAL. There shall not be any mobilization/demobilization costs billed under this contract.

TRAFFIC CONTROL

Payment for maintenance of traffic (County Road) shall be provided within the Contractor's lump sum unit price within their proposal for a "per each day/week traffic maintenance" as required, to perform the assigned work. Maintenance of traffic provisions must conform to the requirements of the governmental agency having jurisdiction over the right-of-way (Collier County). The Contractor's unit price shall

include full compensation for all labor, materials, and equipment required to setup; permit, maintain and remove all necessary maintenance of traffic provisions, in accordance with the specifications.

QUALITY OF WORK AND MATERIALS

All work shall be performed according to recognized industry standards and shall be in accordance with all Federal, State, and Local codes. All materials used shall be new and shall carry the full manufacturer's warranties (transferable to the City).

AMOUNT OF WORK

The City of Naples makes no assurances, intended or implied, that the awarded contractors will receive any given number of service requests during the contract period, or that any total dollar expenditure is guaranteed during the period of the contract. The City also reserves the right to cancel the contract at any time with or without cause and without penalty or obligation.

COMPLIANCE WITH GOVERNMENT STANDARDS

All services to be purchased under this RFP shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), The Instrument Society of America (ISA), the International Standards Organization (ISO), Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the National Fire Protection Association (NFPA). Special attention is made to OSHA's 29CFR 1910 regulations relating to hazardous atmospheres in confined spaces. Proposers will be responsible for ventilation and Personal Protection Equipment (PPE) per OSHA requirements.

It shall be the responsibility of all proposers to be regularly informed and to conform to any changes in standards issued by any regulatory agencies during the term of this contract.

L. INSURANCE

The City's General Insurance Requirements on page 9 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below may be required at the time of contract depending on the scope of services. **UMBRELLA LIABILITY:** With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed

upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

1. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
2. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
3. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
4. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
5. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract.

M. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Advertise and Float RFP	Week of July 8, 2019
Non-Mandatory Pre-proposal Meeting	July 24, 2019
RFP Due Date	August 13, 2019
Evaluation Committee Meeting	Week of August 19, 2019

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their 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.

3. EVALUATION COMMITTEE

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

A shortlist of vendors may be interviewed for final ranking. If an interview is held, it will be less than one hour in length and be equally divided between the presentation and questions and answers. The presentation (if necessary) time and date will be assigned by the City

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Qualifications	30
Response Approach to Work Orders	25
Compensation Schedule	40
Value Added Information	5

5. SUBMITTAL REQUIREMENTS:

Qualified firms interested in providing Sandblasting, Painting, Coating Services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

TAB 1 - Cover Letter and Mandatory Form information

1. Cover Letter - Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
2. Items for Baseline Eligibility – Include Mandatory Form information from the Submission Check List page (including, list of subcontractors’ form, and any applicable licenses / certifications

NOTE: There is a 30 printed (single sided) page maximum for the information below.

TAB 2 - Qualifications

Provide a statement indicating the proposer’s interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate

familiarity with and knowledge of City of Naples and water and sewer line and related structures construction and preparation of surfaces by sandblasting, grit blasting or high-pressure water blasting for purposes of applying protective coatings. Detail practical experience, including relevant dates, in all aspects of site preparation and applying protective coatings. Include the history of the firm, brief resumes of dedicated staff members, Contractor's license #s, and a list of all current clients and contacts for which the proposer has provided similar services. Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein. (References are mandatory.)

Proposer or proposer's subcontractor shall have at least one individual on staff or engaged as a consultant that holds a National Association of Corrosion Engineers (NACE) Certified Coating Inspector available upon request to provide the City information on surface preparation, rehabilitation methods, patching, coating application and testing. A copy of the NACE certification must be submitted with its submittal. This qualification requirement must be maintained throughout the term of the contract. The City may, in its sole discretion, request a current copy of the certification to verify compliance with this requirement at any time.

Proposer shall have manufacturer's applicator certification/approval for one or more of the following manufacturers and associated preapproved product lines as specified of protective coating:

- Tnemec Inc.
- Raven Lining Systems
- Belzona International Ltd
- International Paint

Proposer shall submit proof of manufacturer's certification/approval with its submittal from all manufacturers for which they are certified/approved. This proof may be in the form of any of the following:

1. A formal notice on manufacturer's letterhead identifying the submitter or submitter's subcontractor as a certified/approved applicator. The notice must be dated within 6 months of the submission for inclusion in the pool.

Or

2. A web address of the manufacturer's internet website where the proposer or proposer's subcontractor is clearly identified as a certified/approved applicator.

Proposer must be regularly engaged in the business of completing protective coating applications for water and wastewater piping, buildings,

structures, and tanks plants, comparable to work described in this RFP. In order to meet this requirement, proposer must provide references for five (5) completed projects, including abrasive blasting, fast set concrete restoration applications, or high-performance epoxy mortar applications. Each reference shall include the project description, project duration, project manager and/or engineer contact information, and products applied (note: products applied must correspond to a manufacturer for which the proposer is a certified/approved applicator), including manufacturer contact information.

Additionally, the references must include at least three (3) projects, specifically involving work inside process tanks or pipelines (OSHA confined space requirements) at water or wastewater treatment plants (a minimum of one in each type of plant) that the proposer has completed in the past five (5) years. Individual work performed by an individual as an employee or principal of a proposer or as an employee of any other company shall not qualify as experience for the proposer. The City reserves the right to request additional information as it deems necessary to validate the proposer's ability and qualifications prior to approving the submitter for inclusion in the pool.

TAB 3 - Response Approach to Work Orders

Describe the availability of equipment, labor, time to mobilize, and list of vendors that provide materials and supplies associated with this RFP's requested services (lining materials, pipe, asphalt, limerock, motors, pumps, concrete, fill, and etc.). Proposals shall include the contractor's ability and specific response times for executing spot repairs, large projects, and emergency repairs.

Include an organizational chart outlining operational structure, segregating the proposer's staff and resources from that of anticipated sub-contractors.

TAB 4 - Compensation Schedule

Provide a pricing proposal to cover any and all protective coating services described herein on a labor and equipment rate basis. The proposal shall be required to provide a detailed Hourly Rate Schedule which shall include labor rates (and classifications), owned equipment with rates, material mark-up, and unit pricing. The proposed fees shall include all overhead and expenses. Include a statement that, to the best of the proposer's knowledge and experience, all proposed costs are reasonable and customary. The City reserves the right to negotiate with the successful bidder's additional capital improvement projects of an expanded scope on a lump sum basis with successful negotiations being executed in the form of Task Orders and/or Purchase Orders issued by the City's Purchasing Department. The City also reserves the right to negotiate with the successful bidder's additional unit

costs that may encompass an expanded scope of these services with successful negotiations being subject to contract amendments.

TAB 5 - Value Added Information

Provide any additional information that may assist in the evaluation of the firm and/or the proposal. Optional information may include location of offices, other available business resources, and any other information that would be beneficial to the City in obtaining protective coating services.

B. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

C. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm(s) for Sandblasting, Painting, Coating Services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract(s) will then be forwarded to the City Council for approval.