



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: 5/20/2020	TITLE Solid Waste - Horticulture Collection and Disposal Services - RFP - RE-BID	SOLICITATION NUMBER: 20-044	OPENING DATE & TIME: 6/19/2020 2:00 PM
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Proposal conference will be held Thursday, May 28, 2020 at 10:00 A.M. local time in the 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
<p>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.</p> <p style="text-align: center;"> FEI/EIN Number _____ DUNS Number _____ </p>			
Please initial by all that apply I acknowledge receipt/ review of the following addendum			
<input type="checkbox"/> Addendum #1	<input type="checkbox"/> Addendum #2	<input type="checkbox"/> Addendum #3	<input type="checkbox"/> Addendum #4
<input type="checkbox"/> Addendum #5	<input type="checkbox"/> Addendum #6	<input type="checkbox"/> Addendum #7	<input type="checkbox"/> Addendum #8

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 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. **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
3. **BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
4. **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.
5. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
6. **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.
7. **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.
8. **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.
9. **PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

- C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- G. CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. 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. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. 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.
- 12. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.
- 13. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any*

employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."

- 14. CONE OF SILENCE:** "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 15. 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, divide the award or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.
- 16. 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.)
- 17. 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.
- 18. SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
- 19. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

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

- 32. 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.
- 33. 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.
- 34. 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.
- 35. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.
- 36. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.
- 37. 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

- 38. 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.
- 39. 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.
- 40. 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.

- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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 affected by the delivery to the contractor of a written notice of termination of at least ninety (90) days before the date of termination within the first year of the Contract's Award. Such notification will specify the extent to which performance of the work under the contract is terminated at the end of its first year of Award, in this case September 30, 2021. The City in the contract periods for

years two (2) through five (5) may terminate in the City's best interest with a written notice of termination of at least seven (7) days before the date of termination. 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.

- 56. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 57. 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.
- 58. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** ["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.
- 59. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE:** If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 81h Street S., Naples, Florida 34102; Mailing address: same as street address.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID/PROPOSAL

If you do not intend to submit a bid or proposal on this requirement, please complete and return only this page.

Please return via email to purchasing@naplesgov.com or by mail to:

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

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 "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # _____

Bid Title: _____

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

- ___ We are not able to respond to the Invitation to Bid 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.
- ___ Unable to meet bond requirements.
- ___ Unable to meet insurance requirements.
- ___ Unable to meet bond specifications.
- ___ 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)



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. _____ RFP/ITB Title: _____

Bidder/Respondent Name: _____

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: _____

Title of last project: _____

Year last project completed _____

Contract Start/End Dates: _____

Contract Amount: \$ _____

How many projects performed: _____

Overall Performance: _____

Management Ability: _____

Ability to meet time schedule: _____

Ability of control costs: _____

Problems encountered: _____

Quality of Personnel: _____

How well Contractor coordinated with Owner: _____

Cooperation or Lack Thereof: _____

Quality of Subcontractors: _____

Subcontractor Payment Issues: _____

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Name of Company

Address of Company

Telephone No.

Email address:

Date: _____

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence no earlier than October 1, 2020 and will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term.

This project has potential for Federal Emergency Management Agency (FEMA) reimbursement and is subject to federal guidelines (Refer to Exhibit B Parts 1 - 6).

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 references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

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 five value categories totaling up to 100 points. Upon review of the RFP, the committee MAY schedule presentations. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

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 PAYMENT AND PERFORMANCE BONDS

The Contractor shall furnish to the City a Payment and Performance bond executed by a surety company licensed to do business in the State of Florida and/or irrevocable letter of credit issued by a bank acceptable by the City to ensure the faithful performance of the Agreement and all obligations arising hereunder in the amount of the value of one contractual year of the contract required to complete the annual Scope of Services provided herein. The clean irrevocable letter of credit or bonds provided hereunder may be substituted for each other upon approval from the City of Naples. The form of the bonds, or letter of credit and the Surety Company shall be acceptable to the City, its City Attorney and the Contract Administrator and shall be maintained during the term of this Agreement. The bonds shall be endorsed to show The City of Naples, a political subdivision of the State of Florida, to provide that bonds shall not be canceled, limited, or non-renewable until after thirty (30) days written notice has been given to the City. A current payment and performance bond or its irrevocable equivalent letter of credit must be on file with the City that evidences the required coverage of each contractual year of the 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 BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 6/9/2020**

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

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original hard copy signature (clearly marked as such) of the response and five (5) copies of the response and one (1) properly indexed Windows© compatible PDF 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.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
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 firm. List all subcontractors to be used for our project in your proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet, References Sheet, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Cost / BID Schedule and Acknowledgement of Business Type.</u>	
Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: <ol style="list-style-type: none"> 1. The Proposal has been signed 2. Proposal addressed the evaluation criteria. 3. Cover letter included. 4. Tab format was followed. 5. Bid schedule completed. 6. The Bid prices offered have been reviewed. 7. The price extensions and totals have been checked. 	
Bid document needs to be received by the <u>OPENING DATE & TIME</u> indicated on the <u>Cover Sheet</u> . 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>	
The mailing envelope must be sealed and marked with: Bid Number: 20-044 Title: Solid Waste - Horticulture Collection and Disposal Services - RFP - RE-BID Opening Date: 6/19/2020	

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

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
						-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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.

SCHEDULE OF VALUES

RFP 20-044

Solid Waste - Horticulture Collection and Disposal Services

RESIDENTIAL HORTICULTURAL COLLECTION AND DISPOSAL SERVICES				
Monthly: Multifamily and single-family residences (weekly yard waste collection), billed per unit				
Description	Estimated Number of Units	Monthly Rate per Unit	Total per Month	Estimated Annual Cost
Rate per unit	6,445			\$
VACANT LOT AND CITY STAGING AREA HORTICULTURAL COLLECTION AND DISPOSAL SERVICES				
Description	Estimated Quantity per month (cubic yards)	Price per Cubic Yard	Total per Month	Estimated Annual Cost
Price per Cubic Yard	1,000			\$
DISASTER OR EMERGENCY DEBRIS REMOVAL, AS REQUESTED				
Description			Price per Cubic Yard	
Price per Cubic Yard				
GRAND TOTAL				\$
(Horticultural Waste Collection and Disposal Service)				

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES_____ NO_____

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____% _____ Days; Net 30 Days			

Company Name: _____

EIN: _____

Email: _____

Name and Title of individual completing this schedule:

(Printed Name)

(Title)

X _____
(Signature)

(Date)

ACKNOWLEDGEMENT OF BUSINESS TYPE

The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

BUSINESS ADDRESS of BIDDER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

SIGNATURE OF BIDDER

If an Individual: _____
Signature Print Name

Doing business as _____

If a Partnership: _____

By: _____
Partner Signature Print Name

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes ___ No ___

By: _____
Signature Print Name

Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature	Print Name
Title	Date

**City of Naples, FL
RFP No. 20-044**

Solid Waste - Horticulture Collection and Disposal Services - RFP - RE-BID
This project has potential for Federal Emergency Management Agency (FEMA) reimbursement and is subject to federal guidelines

Index

	Page
Cover Sheet	1
General Conditions	2
General Insurance Requirements	10
Statement of No Bid/Proposal	11
References	12
Special Conditions	14
Submission Checklist	16
IRS W-9 FORM	17
Schedule of Values	23
Acknowledgment of Business Type	24

PROJECT REQUIREMENTS

INTRODUCTION	26
BACKGROUND	
DEFINITIONS FOR SPECIFICATIONS	
SCOPE OF WORK/TECHNICAL SPECIFICATIONS	
INSURANCE	
SELECTION PROCESS	
SUBMITTAL REQUIREMENTS REQUIRED	Required
TAB 1 - Cover Letter and Forms	
TAB 2 - Qualifications of Company and Personnel	
TAB 3 - Relevant Experience and References	
TAB 4 - Technical Proposal	
TAB 5 - Price Proposal	
TAB 6 - Certified (MBE) Minority Business Enterprise Status	
TAB 7 - Required Forms and Submittals	
INCURRING COSTS	
FIRM RANKING AND SELECTION	
APPENDIX A - NAPLES ROUTING MAP	

FEMA REQUIREMENTS - UNDER SEPARATE COVER

20-044 Exhibit Part 1 SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS
20-044 Exhibit Part 2 CERTIFICATION REGARDING LOBBYING
20-044 Exhibit Part 3 DISCLOSURE OF LOBBYING ACTIVITIES
20-044 Exhibit Part 4 E-VERIFY AFFIDAVIT
20-044 Exhibit Part 5 PART 200-UNIFORM ADMINISTRATIVE REQUIREMENT
20-044 Exhibit Part 6 CONTRACT CLAUSES - 2 C.F.R. § 200.326 - 2 C.F.R. PART 200

City of Naples, FL
Solid Waste - Horticulture Collection and Disposal
Services - RFP - RE-BID
RFP No. 20-044
PROJECT REQUIREMENTS AND SPECIFICATIONS

A. INTRODUCTION

The City of Naples (City) is seeking Proposals for a contractor to implement its Program for Horticultural Materials or Yard Waste Collection and Disposal Service (the Service). The City will enter into one Agreement with a single vendor (Contractor) to provide the Service described in this Request for Proposal. The Contractor will be responsible for the complete delivery of the required Services.

B. BACKGROUND

The City encompasses 16.45 square miles with single family homes and multi-family households who receive garbage and recycling collection service from the City and yard waste collection service from a Contractor. The existing Agreement, entitled Horticultural Collection & Disposal, was executed on October 16, 2013, and the collection services have not been fundamentally altered.

The quantity of Yard Waste collected by the Contractor in FY 2019 (October 2018 – September 2019) was 10,378 tons.

C. DEFINITIONS FOR SPECIFICATIONS

The specifications contained in this section are intended to describe the Services and/or Work to be provided by the Successful Proposer/Contractor. The following words and expressions (or pronouns) shall, wherever they appear in this Request for Proposal and the Contract Documents, be construed as follows unless a different meaning is clear from the context:

“Agreement” shall mean the specific Bid Data, Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications, all Addenda issued, the Contractor’s Proposal, the Agreement, and all the attached documents identified in this Request for Proposal of Horticultural Material Collection Services.

“Collection Vehicle” shall mean any vehicle used by the Contractor to provide Yard Waste Collection Services.

“Container” shall mean a container of not greater than a thirty-two (32) gallon capacity which shall be free of jagged or sharp edges, provided with two (2) side handles, and which shall not have any inside structures, inside bands for reinforcing, or anything to prevent the free discharge of the contents. The term “container” also means a bag which shall be of a type and size acceptable to the City.

“Project Manager” shall mean the City Utilities Department representative responsible for the oversight of the Contractor.

“Contractor” shall mean any Vendor awarded to service this Program by the City Council for the right to collect Yard Waste within the City.

“Designated Facility” shall mean the City-approved facility(s) where the Yard Waste collected pursuant to this Agreement shall be delivered.

“General Manager” shall mean the Contractor’s representative appointed by the Contractor to be responsible for overseeing and implementing the Contractor’s performance under the Agreement.

“Hazardous Waste” shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. Chapter 407.

“Holidays” shall mean New Year’s Day, Fourth of July, Thanksgiving Day, and Christmas Day.

“Missed Collection” shall mean a collection that does not occur before 5:00 p.m. on the regularly scheduled collection Day, or in the case of a Special Collection, a collection which does not occur as agreed to between the Customer and the Contractor.

“Program” shall represent the legal arrangement between the City and a Contractor to collect and transport Horticultural Materials from Single Family and Multi-Family Residential Units, and vacant lots or staging locations as directed by the City.

“Residential Customer” shall mean any Residential Unit which receives Residential Yard Waste Collection Service.

“Residential Customer Roll” shall mean the list developed by the City, and provided to the Contractor, of Residential Customers receiving Yard Waste Collection Service.

“Residential Units” shall mean any building or structure designed or constructed for and capable of use as a residence for one or more families including, but not limited to, single-family homes, mobile homes, condominiums, townhouses, apartment complexes, and other multi-family units.

“Route” shall mean the area which is serviced by a single collection vehicle on a single day for Yard Waste Collection Service.

“Single-Family Residential Unit” shall mean any building or structure designed or constructed for and capable of use as a residence for one (1) family, primarily for owner occupancy but may be rented or leased; such term includes a mobile home, manufactured housing, or trailer that is erected on a separate parcel of property.

“Solid Waste” shall mean garbage, refuse, and other discarded solid materials, including solid waste materials resulting from industrial, commercial, or agricultural operations, governmental operations, and from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, other common water pollutants, or any byproducts, the sale or reuse of which is intended by the Person from whose process they resulted.

“Ton” shall mean a unit weight equal to 2,000 pounds.

“Yard Waste” shall mean vegetative matter resulting from lawn and landscaping maintenance to include leaves, brush, grass, and limbs and trunks up to 4 feet in length.

D. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1. Basic Overview of Scope of Services

To provide collection and disposal service for horticultural debris generated within the City of Naples.

The Contractor shall provide all labor, materials, equipment, skills, tools, machinery, supervision, facilities and other services to provide the collection services required:

- A. Provide once-a-week horticultural debris collection to approximately 6,400 single-family residents, 45 multi-family shared sites, and approximately 200 vacant lots.
- B. Travel all established collection areas in the City, on a weekly basis to collect horticultural debris from public rights-of-way (not to include other City contractor vendors trimmings or debris).
- C. Provide horticultural debris collections for the following staging locations:
 - Naples Landing: 1101 9th Street – South, Naples 34102
 - Fleischmann Park: Fleischmann Blvd., Naples 34012
 - NOTE: Naples Landing and Fleischman Park staging areas are sites that may contain large amounts of horticultural debris that is collected city wide by various city departments.
- D. Provide disposal for all horticultural collected.

2. Ownership of Yard Waste

The City shall hold title and ownership to all collected horticultural materials (hereafter referred to as Yard Waste) collected by the Contractor pursuant to the Agreement until such waste is delivered to a Designated Facility.

3. Program Agreement

The Agreement provides the Contractor the exclusive authority over this Program to provide the Service within the City limits. The Contractor shall have the sole right and responsibility for providing the Service in compliance with the requirements set forth in the Agreement.

The Agreement does not grant the Contractor any exclusive rights to provide collection for Solid Waste, Construction & Demolition Debris (C&DD) or Recyclables. The Contractor shall not be required to offer such services but may offer commercial C&DD and Recyclables collection services in compliance with all applicable laws.

4. Residential Yard Waste Collection and Disposal Service

Yard Waste, with no quantity limit, shall be collected once per week from single family and multi-family homes in resident-provided Containers, paper bags or properly prepared bundles, including stumps, not to exceed forty (40) pounds each. Branches, limbs and stumps shall not exceed four (4) feet in length.

Yard Waste shall also be collected weekly from all vacant lots and vacant rights of way as directed by the City and from the following staging locations:

- Naples Landing, 1101 9th Street South
- Fleischmann Park, 1600 Fleischmann Boulevard

The Contractor shall transport all collected Yard Waste to a permitted facility for processing, recovery, composting or disposal and shall pay the corresponding processing/tipping fees.

5. Hours and Days of Collection

Residential collection shall take place between 7:00 a.m. and 5:00 p.m., Monday through Friday, except for City-designated holidays to include: New Year's Day, Fourth of July, Thanksgiving, and Christmas. Make up days are required and may include Saturdays as scheduled by the Project Manager.

6. Designated Facility(s)

The City must approve the Designated Facility(s) where the Contractor intends to deliver all Yard Waste.

7. Yard Waste Collection

The Contractor shall collect horticultural debris in loose piles, in trash cans, bagged or bundled pile may be included. All loose material must be collected and will require raking and/or sweeping of leaves, brush, grass, etc. Limbs and trunks up to 4 feet in length shall also be collected.

Yard Waste shall not be commingled with other wastes such as garbage, C&DD, or Recyclables by the Contractor. The Contractor shall not combine Yard Waste collected from within the City with Yard Waste collected outside of the City.

The Contractor shall exercise care to ensure that the contamination of the collected Yard Waste is kept to a minimum. In the event that a load of collected Yard Waste delivered to the Designated Facility is rejected due to contamination, the Contractor is responsible for transport and disposal costs at an alternate disposal facility.

The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected Yard Waste shall be contained or enclosed so that spillage is prevented.

8. Customer-Provided Containers

The Contractor shall replace a Customer's personal Container within three (3) Days after being notified by the Project Manager or customer that the customer's Container was damaged by the Contractor. The Contractor shall provide a replacement Container (as applicable) that is similar in style, material, quality, and capacity to the Customer's original Container.

9. Procedures for Non-Collection

- In the event that the Yard Waste placed out for collection contains garbage, Recyclables, C&DD or other non-acceptable waste, the Contractor shall not be required to collect and dispose of such wastes and a non-collection notice shall be placed on the Container or non-conforming waste explaining why collection was not made.
- In the event the Yard Waste placed out for collection does not comply with set out procedures pursuant to the Agreement or City Code, the Contractor is not required to collect it. If the Contractor elects to not collect such materials, a non-collection notice shall be placed on the Container or the non-conforming waste directly explaining why collection was not made.
- The design and content of non-collection notices must be approved by the Project Manager prior to use.
- If the Project Manager or customer notifies the Contractor about a Missed Collection, the Contractor shall return to the customer's premises within 24 hours of notification and collect all the Yard Waste that had been set out for collection. All Missed Collections shall be noted as a complaint.

10. Contractor's Relationship with the City

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the Service contemplated in the Agreement. The City shall have twenty-four (24) hour access to the Contractor's General Manager or designee.

To promote the highest level of customer service, the Project Manager may meet monthly with the Contractor for the purpose of ensuring that the Agreement, Solid Waste Ordinances, and applicable law are being interpreted correctly; and addressing any problem the Contractor may be experiencing while performing the Program responsibilities. The City reserves the right to increase the frequency of these meetings as needed.

11. Personnel

The Contractor shall use competent, qualified, sober personnel to provide the Services required by the Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under the Agreement to ensure that its performance will be satisfactory to the City.

The Contractor shall appoint a General Manager prior to the commencement of the Services, and that person shall be the primary point of official contact on behalf of the Contractor for all technical and administrative matters pertaining to the Agreement.

All Contractor personnel shall be furnished with and wear company uniform shirts that identify him or her as an employee with the company logo and their first name.

All Contractor personnel shall maintain a courteous and respectful attitude toward the public and City employees at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties. Contractor's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.

The Project Manager reserves the right to request removal of any Contractor personnel assigned to the City's work for reasonable cause such as discourteous behavior to customers or City employees. Such request shall be addressed in writing to the Contractor's General Manager.

12. Employee Training and Licenses

All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Agreement and all applicable law. The City has the right to review the Contractor's training records.

At all times when operating vehicles or equipment pursuant to the Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

13. Contractor's Safety Program

The Contractor shall develop, implement, and maintain a safety plan for all of its operations under the Agreement. The safety plan shall comply with the requirements in American National Standards Institute (ANSI) standards for Solid

Waste collections operations and equipment, Occupational Safety and Health Administration (OSHA), and all other applicable laws. A copy of the safety plan shall be provided to the Project Manager upon request.

The Contractor shall provide routine safety training to all its employees, in compliance with ANSI, OSHA, and all other applicable law. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Project Manager upon request.

A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other person that is injured and requires medical assistance during the execution of the Agreement. Any injury sustained by a Contractor employee while on the job, including OSHA recordable injuries, shall be reported to the Project Manager immediately.

14. Office Requirements

The Contractor shall maintain an office within Collier County or Lee County. The office shall remain open for business from 7:00 a.m. to 5:00 p.m., Monday through Friday.

The Contractor's office shall be equipped with adequate and appropriate personnel and equipment to document and timely respond to all inquiries, issues, and complaints. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under the Agreement.

The Contractor shall provide either an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be monitored regularly, so that the Contractor can respond to any message within sixty (60) minutes. During non-office hours, customer inquiries shall be recorded and answered no later than noon the following business day.

The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the General Manager and all collection vehicle drivers.

The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours.

15. Customer Service Standards

The Contractor shall be responsible for providing the highest quality service to Residential Customers under the provisions of the Agreement.

The Contractor shall resolve all complaints as expeditiously as possible. The Contractor shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from the Customer or the Project Manager. The Contractor may request, and the Project

Manager may grant in writing, additional time to remedy a complaint when necessary.

Dispute Resolution Process for Customers

- The Contractor shall promptly notify the Project Manager whenever assistance is needed to resolve a dispute between a customer and the Contractor, including but not limited to, disputes concerning the proper interpretation and implementation of the Agreement and City Code. The Contractor shall notify the Project Manager about any disputes with a Customer that the Contractor has not been able to resolve within twenty-four (24) hours after receiving the Customer's complaint.
- The Project Manager shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters.
- The Project Manager shall notify the Contractor and the Customer in writing concerning the Project Manager's decision about the disputed issues. 3.14.3.3. The Contractor and customer shall have three (3) Days to comply with the Project Manager's decision or, in the alternative, provide the Project Manager with a written request for the dispute to be reviewed by the Utilities Department Director (Director).
- If a request is filed, the Director shall review the facts concerning the dispute within fifteen (15) Days from receipt of the request for review. The Director may confirm, in whole or in part, with the Project Manager's findings; grant relief to the Customer or the Contractor; or take whatever other action the Department Director deems necessary and appropriate. The Department Director's decision shall be final and non-appealable.

16. Protection of Private and Public Property and Personal Rights

The Contractor acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate the Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

The Contractor shall preserve from damage all property along Yard Waste Collection Routes. Wherever property is damaged due to the activities of the Contractor, it shall be restored to its original condition by the Contractor at its own expense. Any type of damage to public or private property shall be reported to the Project Manager immediately.

All collection vehicles shall remain on the right-hand side of the road when providing Residential Yard Waste Collection Service and at no time shall collection

crews cross to the left-hand side of the road to retrieve Containers that have been set out. Vehicles shall remain off curbs, sidewalks, and lawns at all times.

17. Vehicle and Collection Equipment

General Requirements

All vehicles shall be neat in appearance every day and be mechanically well maintained and licensed in the State of Florida. The City, at its discretion, may request that a vehicle be removed from service if it does not meet the aesthetic requirements. The Contractor shall have a two-week grace period in which to refurbish the vehicle. If, at that point, the City determines that the vehicle does not meet standards, it shall be removed from service within the City and replaced immediately with an acceptable vehicle.

The Contractor's vehicles shall clearly display the Contractor's logo, name, telephone number and vehicle number for service requests and complaints. Lettering must be at least three inches high.

The Contractor shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems shall be kept in good condition at all times to prevent spills and leaks. The Contractor shall keep all collection vehicles and equipment cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

The City reserves the right to conduct periodic inspections of collection vehicles to ensure compliance with Federal and State commercial motor vehicle statutes, as well as the above requirements.

All vehicles used to provide collection services under the Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible backup warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's collection vehicles.

The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection Route(s) within the established hours of collection.

18. Billing and Payment of Services

Beginning on October 1, 2020, each month, the Contractor shall be paid the monthly service fee as set out in this RFP.

For any new Residential Customers added to the Residential Customer Roll, the Contractor shall include for services in the base monthly price provided. Additional costs due to additional Residential Customers can be reviewed during any Rate Adjustment requests made to the City.

19. Annual Rate Adjustment

The unit price for Residential Yard Waste Collection Services shall remain the same through the first two years of the Agreement. Beginning October 1, 2022 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted, if requested, in writing, by the Contractor. If a rate adjustment is requested, the adjustment, per annum will be as follows: The rate shall be adjusted based on the percentage change in the Consumer Price Index, South Urban Region, All Items – All Urban Areas between the month of August in the previous year and the month of August in the current year. The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The Contractor may petition the City for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the City, the Department Director shall determine the fairness of the request and shall make a recommendation to the City Manager. Adjusted rates shall become effective upon approval by the City Manager.

20. Monthly Reporting

The Contractor shall supply a monthly report to the Project Manager with the following information in a City-approved format.

- Yard Waste Tonnage
- Pickup Count
- Number of Non-Collection Notices Issued and their Resolution
- Number of Complaints
- Incidents/Injuries

21. Collection Plan

The Contractor shall prepare a collection plan that describes in detail how the Contractor will provide Residential Yard Waste Collection Services in compliance

with the requirements in this RFP. This Collection Plan shall be set using routes that are based on the map attached as Appendix A. The routes used must follow the map in Appendix A for the provision of this service.

The collection plan shall identify and describe, at a minimum, each Route name/number, scheduled collection day(s), approximate number of customers on the Route, vehicle, equipment, and personnel assigned to the Route. The collection plan shall also include a legible routing map for each Route based upon the maps of the routing areas provided. The collection plan and all revisions to the plan are subject to the Project Manager's prior written approval.

A proposed collection plan shall be submitted to the Project Manager for approval whenever the Contractor requests changes to the collection plan. If the Project Manager approves a change in the Contractor's residential schedules or Routes, the Contractor shall provide all affected Residential Customers with written notice of the change. If the Project Manager approves a change to a customer's scheduled collection day, a notice shall be mailed to each affected customer two (2) weeks prior to such change. The notice must be approved by the Project Manager.

22. Contingency Plan

Contractor shall develop a contingency plan that describes the Contractor's plan of action if an emergency, natural disaster or other situation renders the Contractor's operations, yard, or equipment unusable. The contingency plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in collection service. The contingency plan shall be updated annually and resubmitted to the Project Manager as requested, or within two (2) days whenever the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Project Manager's approval.

23. Transition Plan

The Contractor will be required to participate in transition meetings conducted by the Department Director or designee to plan and manage the transition process so that there is no service interruption. However, it shall be the Contractor's responsibility to ensure that there is a smooth transition and implementation of the new Agreement so that inconvenience to Residential Customers is minimized. To assist in accomplishing this smooth transition, no later than thirty (30) Days following the Notice to Proceed, the Contractor shall submit to the City a transition plan that provides a detailed description of how the Contractor will plan and prepare for collection during the transition period.

24. Declared Disaster - Service Requirements

In the event of a hurricane, tornado, major storm or other natural disaster, the Project Manager may grant the Contractor a variance from regular routes and schedules. As soon as practical after such a natural disaster, the Contractor shall

advise the Project Manager when it is anticipated that normal routes and schedules will be resumed. The Project Manager shall make an effort through the local news media to inform the public when regular services may be resumed. The Project Manager shall determine when normal collection routes shall be resumed. The City maintains separate contracts for disaster recovery services that includes debris removal.

25. Declared Disaster Additional Requirements - Locally Declared Disaster

If there is a locally declared disaster, the Contractor may, at their discretion, and if authorized by the City, conduct services that include the scope of services through the debris removal contractor. If authorized, the normal monthly rate provided in this Agreement shall be suspended, and the rates based upon Cubic Yardage will take effect. If the Contractor elects not to, they will not be compensated for any additional cost incurred for collection activities beyond the stated scope of services unless prior written approval is obtained from the Project Manager.

26. Declared Disaster Additional Requirements - State or Federal Declared Disaster

In the event of a State or Federal Declared Disaster, the Project Manager may request additional services be provided by the contractor for debris removal at a rate per cubic yard. If this is requested, the Contractor must comply with all federal and state statutes regarding proper documentation and compensation for such activities, as designated in the requirements of this RFP.

27. Routing

The Contractor shall provide the Project Manager maps showing routes for collection activities within the City prior to startup. Prior approval must be obtained from the Project Manager before days or routes are changed.

E. RESPONSIBILITIES OF THE CITY

1. Oversee Contract

The City shall oversee this contract to ensure that all objectives within the scope of services are met and the highest level of service is provided to City residents.

2. Ensure Accessibility to Horticultural Debris

The City shall ensure that the Contractor is able to safely collect all horticultural debris and shall immediately address and remedy right-a-way complaints. Residents are required to place horticultural debris within six (6) feet of the curb or alleyway, clear of overhead lines, cable boxes, hydrants, drains and other obstructions. In the event that a truck cannot easily access the area where horticultural debris is placed, the customer shall be notified that an accessible location, agreeable by the Contractor, will be required. If an appropriate location cannot be agreed upon between the customer and Contractor, the Project Manager shall mediate the dispute and designate the location for pick-up. If the

site is blocked by overhead vegetation, the Project Manager may suspend collection until the resident has trimmed the right-a-way.

F. INSURANCE

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

- Certificate of Insurance: Proposer must provide proof of insurance in the form of a Certificate of Insurance that complies with the City's General Insurance Requirements and Umbrella Liability with limits of not less than \$5,000,000 per occurrence.

G. PRE-PERFORMANCE CONFERENCE

Schedule a pre-performance conference with City staff at least 7 days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

H. 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
Issue RFP to Qualified Vendors	Week of May 18, 2020
RFP Due Date	June 19, 2020
Evaluation Committee Meeting	Week of June 22, 2020

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 firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) 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 of Company and Personnel	20
Relevant Experience and References	20
Technical Proposal	25
Price Proposal	30
Minority Business Enterprise	5

5. SUBMITTAL REQUIREMENTS:

1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm’s responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
2. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
3. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City’s administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing Solid Waste - Horticulture Collection and Disposal 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 Forms

- 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 who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.

Tab 2 - Qualifications of Company and Personnel (limit of 15 numbered pages)

Proposer should clearly and succinctly demonstrate its qualifications and those of its key personnel to provide the services requested in this RFP. At a minimum, Proposer should provide the following information:

- Firm Background and Experience: Proposer should provide a brief description of the firm's background and history, including the number of years in business, size, services offered, strength, stability, awards, and other recognition.
- Staff Experience: Proposer shall identify key professional and supervisory personnel who would work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects.
- Financial Stability: Proposer should document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing.

Tab 3 - Relevant Experience and References (limit of 15 numbered pages)

The Proposer should demonstrate its experience and performance history in providing collection services similar to those requested in this RFP. At a minimum, Proposer should provide the following information:

- Service Performance and References: Proposer must demonstrate its relevant experience successfully collecting curbside residential horticultural waste. A summary of all (but not more than 5) of the most recently awarded and serviced (but not necessarily completed) comparable governmental contracts, going back no more than five (5) years, must be provided. At least one of these contracts must include collection service to at least 6,000 curbside residential units. This record must show the name of the project owner (governmental contract client), address,

description of project, dates of service, annual contract cost of work in dollars, and a current contact/ reference person, telephone number and e-mail address.

- **Service Transition Performance and References:** Proposer must provide information on previous collection start-up experience and shall describe methods that will be used to acquire and establish collection vehicles, customer account tracking system, staffing requirements, and personnel hiring in City of Naples. For at least one of the references above, Proposer should provide an explanation of its service transition.
- **Litigation:** Proposer must provide a summary of any litigation exceeding \$150,000.00 that the Proposer has been a party to during the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Evaluation Committee may disqualify any Proposer if it determines the Proposer to be excessively litigious, either as Plaintiff or Defendant.
- **Performance History:** Proposer must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being proposed. The Evaluation Committee may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to any form of dishonesty, antitrust violations, or unfair competition. Proposer must provide a listing of any and all administrative charges or fines exceeding \$10,000.00 (cumulative total per contract per contract year) for any acts of non-performance or poor performance during the past seven (7) years of providing solid waste collection services.
- Provide three (3) client references for similar projects led by the proposed Project Manager and each major task leader completed within the past 5-years. Send the attached reference questionnaire to the client who will submit the completed form directly to the City.

Tab 4 - Technical Proposal (limit of 10 numbered pages)

Proposer should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service while maximizing efficiency and cost effectiveness. At a minimum, this section should include the information outlined below.

- **Collection and Disposal Services:** Proposer should explain how it will provide the Horticultural Waste Collection and Disposal Services requested in this RFP. At a minimum, Proposers should describe the primary methods by which Horticultural Waste will be collected; specify the number of collection staff; and describe how materials will be handled following collection.
- **Equipment:** Proposer shall provide detailed descriptions of each type (make and model) of vehicle and equipment that it has or will acquire for the delivery of these

services. Proposer shall provide the number of each vehicle type and age of each vehicle to demonstrate it meets the fleet age requirements.

- Organization: Proposer should include a project organization chart indicating titles and number of personnel that will be hired to complete the collection services requested in this RFP.
- Transition Management: Proposer should explain how the transition into providing these services will be managed. Solutions for potential issues that may arise should be addressed, such as possible delay in receiving vehicles, acquiring labor, etc.

Tab 5 - Price Proposal

Provide a signed Schedule of Values as contained within the bid documents.

Pricing will be evaluated as follows. The Proposer with the lowest total Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum Points. For example, if the Maximum Points available for price is 30 and the lowest proposed Price Proposal is \$150,000.00, that Proposer will receive the full 30 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375$ * 30 = 28.13 points. Points will be rounded to the nearest whole number.

The following rounding rules apply; If the number you are rounding is followed by 5, 6, 7, 8, or 9, round the number up. If the number you are rounding is followed by 0, 1, 2, 3, or 4, round the number down.

Tab 6 - Certified (MBE) Minority Business Enterprise Status

- Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise.)
- The Certified (MBE) Minority Business Enterprise Status needs to be for the firm submitting the proposal.

Tab 7 - Required Forms and Submittals

Proposer must fully complete and submit the following forms:

- Solicitation Response Form
- Bonding Company Commitment: Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond for services as proposed. The irrevocable letter of commitment must specifically accept the Performance Bond language as provided by the City in this RFP. In addition, it must accept the dollar size of the Performance Bond as provided in Agreement. However, for the purposes of this Proposal criterion only,

the estimated dollar amount of the performance bond for Service Area is estimated at \$_____. If the Proposer fails to secure a commitment for the estimated required level of the Performance Bond, the Proposer may be deemed Non-Responsive and therefore ineligible for award.

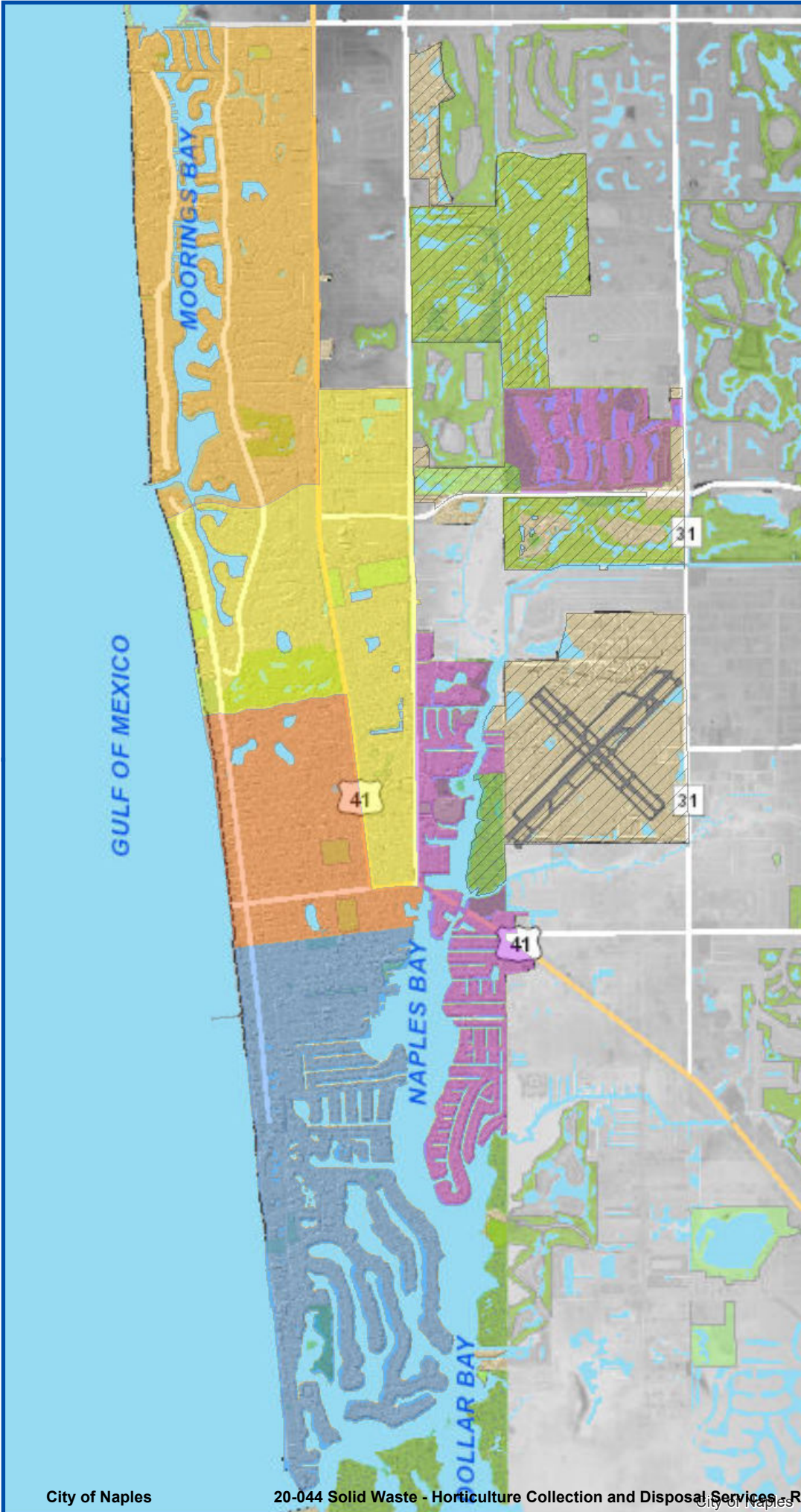
- Certificate of Insurance: Proposer must provide proof of insurance in the form of a Certificate of Insurance that complies with the City's General Insurance Requirements and Umbrella Liability with limits of not less than \$5,000,000 per occurrence.
- Need to insert other forms required by City.

I. 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.

J. 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 for Solid Waste - Horticulture Collection and Disposal 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 will then be forwarded to the City Council for approval.








Solid Waste Horticulture Route Map

City of Naples, FL

Date: 1/23/2020

Legend

Horticulture Collection Zones

-  NO PICK UP
-  MONDAY
-  TUESDAY
-  WEDNESDAY
-  THURSDAY
-  FRIDAY



1 inch = 4,167 feet

Map Prepared For:
 Solid Waste Department
 City of Naples
 2600 Corporate Flight Dr.
 Naples, FL 34104
 239-213-4700



Map Prepared By:
 Naples GIS Group
 Technology Services Department
 Naples, FL 34102
www.cityofnaples.gov/cityofnaplesgis

