



# REQUEST FOR PROPOSAL

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FL 34102  
PH: 239-213-7100 FX: 239-213-7105**

## COVER SHEET

|   |   |                                       |   |
|---|---|---------------------------------------|---|
| NOTIFICATION DATE:<br><b>1/9/2023</b>   | SOLICITATION TITLE<br><b>Naples Pier Design - RFP</b> | SOLICITATION NUMBER:<br><b>23-009</b> | OPENING DATE & TIME:<br><b>2/8/2023<br/>2:00 PM</b> |
| <p align="center"><b>PRE -PROPOSAL CONFERENCE DATE, TIME AND LOCATION:</b><br/>A non-mandatory Pre-Proposal conference will be held Tuesday, January 24, 2023 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102.</p>  |   |                                       |   |
| 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><b>FEI/EIN Number _____ DUNS Number _____</b></p> |   |                                       |   |
| <p align="center">Please initial by all that apply<br/>I acknowledge receipt/ review of the following addendum</p> <p> <input type="checkbox"/> Addendum #1      <input type="checkbox"/> Addendum #2      <input type="checkbox"/> Addendum #3      <input type="checkbox"/> Addendum #4<br/> <input type="checkbox"/> Addendum #5      <input type="checkbox"/> Addendum #6      <input type="checkbox"/> Addendum #7      <input type="checkbox"/> Addendum #8         </p>  |   |                                       |   |

### 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. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.
- 13. 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.

**14. 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."*

**15. 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.

**16. 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.

**17. 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.)

**18. 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.

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

**19. 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.

- 20. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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".

**31. 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.

**32. 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**

**33. 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.

**34. 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.

**35. 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.

**36. 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.

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

**38. 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**

**39. 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.

**40. 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.

**41. 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.

- 42. 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.
- 43. 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.
- 44. CHANGE ORDERS:** The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2-667.(7)(a)(b).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits
7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if

the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

- 45. AWARDED CONTRACT:** An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.
- 46. RATE ADJUSTMENTS:** Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  2. By unit prices specified in the Contract or subsequently agreed upon;
  3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  4. In such other manner as the parties may mutually agree; or
  5. In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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.



- 52. 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.
- 53. 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.
- 54. 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.
- 55. 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.
- 56. 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.
- 57. 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.
- 58. 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.

- 59. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 60. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 61. 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.
- 62. 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.
- 63. 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](mailto:PublicRecordsRequest@naplesgov.com); Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.
- 64. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081,

Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**Note: Proposer's References and Proposal Cost or Price will be deemed a public record, and if a claim of confidentiality is made, the City may deem the proposal non-responsive.**

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

**65. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** City of Naples, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**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, pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**

**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](mailto:purchasing@naplesgov.com) or by mail to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> 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?

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---

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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](mailto: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.**

**PROFESSIONAL SERVICES**  
**SPECIAL CONDITIONS**

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

**A. TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project. Services to be rendered by the CONTRACTOR shall commence subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY. All designated portion of the Project must be completed by December 1, 2023.

**Final payment will be released upon the City's final acceptance and approval of all the deliverables specified in the Scope of Work and the vendor's submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM.**

**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. MINIMUM QUALIFICATION**

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as "Active". Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as "Active" Report must contain a footer that contains the date the document was printed. Printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

**D. REFERENCES**

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify required experience will cause the Vendor to be deemed nonresponsive.

**E. STATEMENT OF NO BID/PROPOSAL**

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

**F. 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 (5) 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.

**G. 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 January 29, 2023**

**Direct all questions to:**  
**Felix Gomez, CPPB, NIGP-CPP**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[fgomez@naplesgov.com](mailto:fgomez@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 signature (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 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, title and contact information. |          |
| 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 (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.                                      |          |
| Mandatory FORMS from this document to be included are: <b><u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Acknowledgement of Business Type, Certificates of Insurance, Immigration Law Affidavit Certification, and Federal Contract Provision &amp; Assurances Forms.</u></b>   |          |
| Have an authorized individual sign the appropriate pages including the <b><u>Cover Sheet</u></b> with any bid addendums initialed. Include all Addendums with your Proposal.  |          |
| Ensure the following: <ol style="list-style-type: none"> <li>1. The Proposal has been signed.</li> <li>2. Proposal addressed the evaluation criteria.</li> <li>3. Proposal prices offered have been reviewed.</li> <li>4. The price extensions and totals have been checked.</li> <li>5. Tab format was followed.</li> </ol>  |          |
| Bid document needs to be received by the <b><u>OPENING DATE &amp; TIME</u></b> indicated on the <b><u>Cover Sheet</u></b> . The mailing envelope must be addressed to:<br><div style="text-align: center;">           City of Naples<br/>           Purchasing Division<br/>           735 8th Street South<br/>           Naples, Florida 34102         </div>   |          |
| <b>The mailing envelope must be sealed and marked with:</b><br><b>Bid Number: 23-009</b><br><b>Title: Naples Pier Design - RFP</b><br><b>Opening Date: 2/8/2023</b><br><b>Company Name:</b><br><b>Contact information:</b>  |          |

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](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |  |
|--|---|--|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> 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 <b>not</b> 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><b>4</b> 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 style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> 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.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

## 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.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | 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](http://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<br>• Sole proprietorship, or<br>• 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,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• 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 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup> |
| 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 <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)  | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 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 <sup>4</sup>   |
| 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             |

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.



**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       |

**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.**

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

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

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

# RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)  
STATE OF (FLORIDA)

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

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

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness  
President

\_\_\_\_\_

Witness

[Corporate Seal]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

(Signature of Notary)

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

(Legibly Printed)

Notary Public, State of \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Commissioner No. \_\_\_\_\_

**City of Naples, FL**  
**RFP No. 23-009**  
**Naples Pier Design – RFP**

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

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# City of Naples, FL

## RFP No. 23-009

### Naples Pier Design - RFP

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes  
PROJECT REQUIREMENTS AND SPECIFICATIONS

#### A. PROJECT HISTORY AND BACKGROUND

The City of Naples is located in Collier County in southwest Florida and was incorporated on December 1, 1923. The City is approximately fourteen square miles in area, with a year-round population of approximately 22,000, increasing to over 36,000 during the winter months. The Collier County population is 387,000 with an increase to 400,000 during the winter months. As a result, the daily service population is significantly greater than the permanent or seasonal population; however, no accurate measurement is available. Naples is a full-service City (police, fire/rescue, water, sewer, solid waste, recycling, parks and recreation, streets, and stormwater) operated under the Council-Manager form of government. The City employs approximately 508 people.

The City of Naples is considered one of the nation's premier communities offering residents and visitors, a wide array of outstanding cultural and recreational activities. Nestled on the Gulf of Mexico with a subtropical climate, and many tree-lined streets, there are ample opportunities for shopping, dining, and recreation. The crime rate is low and quality health care services are available. Housing and commercial services have expanded beyond the borders of the City into the adjacent unincorporated areas of Collier County, and while these unincorporated areas are also referred to as "Naples", many County residents may not understand that they do not reside within the City. City residents are aware of the distinction.

The Naples Pier is an iconic landmark in Naples that was originally built in 1888. Since this time, the pier has been rebuilt after hurricanes in 1910, 1926, 1944, & 1960. In 2015 the pier was reconstructed, and then soon after in 2017 Hurricane Irma damaged the structure. Since this the City of Naples has been working to extend the life of the pilings by installing modern pile jackets. The current pilings have been in place since the 90's and are showing signs of age. The Naples Pier is visited by over 1 million visitors annually. Visitors come to fish, socialize, view wildlife, use the concession, exercise, and a variety of other activities. Before the recent damage, the City of Naples was testing a pilot program that prohibited fishing on Sundays in efforts to reduce Brown Pelican injuries and to allow a chance for non-fishermen to use the pier without conflicting fishing activities.

In September 2022, Hurricane Ian caused catastrophic damage to the Naples Pier. Approximately 460 feet of the pier is damaged significantly, with about 140 feet of the end sitting at the bottom of the Gulf. The shelter at the end of the pier and over 30+

pilings make up the 140 feet of missing pier. As you walk the remaining pier the first major structural item of concern is located at bent 21, which is 13 bents past the stairs. A bent is the concrete beam that connects the three pilings together. All three piles at bent 21 have a new crack just below the bent. After bent 21 the structural damage seems to increase significantly as you move west toward the remaining pier. The concession, shelter, and storage structures located at the midpoint of the pier were completely “gutted” by the waves. Additionally, wave energy lifted the framing and decking at the public shower area. The bolts connecting the wooden stringers to the concrete bents were pulled from the wood and created an un-even deck surface.

The City has decided to replace the pier with a new pier structure based on modern insights and practices meeting the current federal, state, and local standards and criteria for design and construction. The project’s scope of work shall include a conceptual design process including analysis of alternatives. Steps shall be taken during the design development process of the replacement structure to minimize the effect of the new pier structure to the adjacent shorelines by reducing the number of piles and increasing the spacing between piles. The Naples Pier is anticipated to continue to be a landmark structure with unique architectural features that gives it an iconic flare. An assessment of the pile’s configuration effect to the adjacent shorelines to be performed. During this rebuild the City of Naples is seeking to pursue mitigation opportunities with the design and provide an improved structure that has more versatility regarding its users.

## **B. PURPOSE OF REQUEST**

The purpose for this Request for Proposal (RFP) is to solicit competitive sealed Proposals from qualified firms to provide Professional Engineering services as described below. If necessary each firm shall compliment their abilities with sub-consultants, depending on the specific project requirements

The purpose of this exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract plans, special provisions and incidental engineering services, as necessary, to procure a construction contractor for the Naples Pier (PIER).

The CITY is seeking Qualifications from qualified engineering firms in good standing and authorized to transact business in the State of Florida to provide planning and engineering services for the PIER. In addition, all licenses required for proposers whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current. Further, must not be listed in the System for Award Management (SAM) as an excluded party. The firms will be evaluated on demonstrating they have the following regarding marine structures:

- Experience and knowledge in planning, design, and engineering marine structures;
- Experience and knowledge with local, state, and federal regulations and permitting of marine structures;
- Accuracy in cost estimating and scheduling the work to meet deadlines;
- The ability to address and solve challenges early in the design process;
- Ability to provide various design options, to evaluate benefit-cost analysis, taking construction and maintenance costs into consideration;
- Ability to oversee construction of designed Pier (if required)
- Capability to provide bidding construction documents that are complete and accurate to eliminate cost overruns during construction;
- Ability to work with diverse groups of stakeholders representing different departments and agencies; and
- Track record in meeting deadlines, achieving positive results, and providing most cost-effective/best options to implement.

Proposers to have the knowledge, experience, and expertise to provide engineering services for the Federal Emergency Management Administration (FEMA) funded projects. Services may include, but are not limited to, preparing preliminary architectural report, planning, design, cost estimating, bidding, quality assurance, assistance as needed with project management/oversight, and project closeout. The CONSULTANT must comply with all applicable federal, state, and local regulations related to the services provided to the CITY. The CITY reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services as needed.

The selected CONSULTANT will be required to have sufficient personnel to complete the tasks required by this scope of services. The selected CONSULTANT will complete the required tasks in a timely and efficient manner.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the CITY for bidding the construction contract through competitive procurement to build the PIER, and to ensure the project is built as designed and to specifications.

The CONSULTANT shall provide detailed monthly invoices clearly separating and demonstrating all services eligible for FEMA funding.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required.

The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. It shall be the CONSULTANT responsibility to utilize the very best professional and engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The CITY will provide contract administration, oversight management services, and technical reviews of all work associated with the development and preparation of the contract plans with contributions from the federal, state and local partnering agencies.

### **C. SCOPE OF SERVICES**

- The CONSULTANT shall produce design plans and contract documents needed for the CITY to successfully complete the design and permitting process and to procure a construction contractor, as well as to aid in grant-funding application. This will include:
  - A design concepts analysis for the new PIER structure including the rehabilitation segment. This shall entail a limited and focused alternatives-analysis of design concepts resulting in a recommendation of a preferred alternative for the CITY's ultimate decision. The design development concepts analysis shall be performed to ensure the project design can proceed based on a design concept that is fully vetted against the functional/operational needs, and against the general marine industry standards and other requirements.
  - Design documents to consist of plans, specification, engineering estimates, and engineering calculations as applicable for at least the following phases:
    - Preliminary design of the selected design concept;
    - 30% design set;
    - 60% design set;
    - 100% design review set; and
    - Bid set/construction set.
  - An engineering design development report that will address all major design decisions. A draft design development report shall be produced and submitted with the 30% design deliverables, and a final design development report shall be included with the 60% design documents. For all key design decisions made during the design development process, this design report shall address



and describe/summarize:

- A “Basis of Design” summary, listing basic data such as main dimensions and elevations, applicable codes and regulations, and location-specific data;
  - Design considerations, the alternatives considered, and the rationale for selected design options for all major features and components;
  - Both aspects related to initial construction and capital costs, as well as operational and maintenance aspects and their associated costs and needs; and
  - Basic functional needs and requirements, as well as potential enhancements on aspects like quality, cost-effectiveness, risk-reduction, sustainability, and more.
- Engineering studies, calculations, and recommendations, including:
    - Geotechnical investigation and analysis;
    - Structural designs and calculations;
    - Structure features, including the PIER end configuration, viewing station, shaded structures, benches, fish cleaning station, ADA accessibility, lighting, safety and security;
    - Enhancements to the SR A1A pedestrian crossing;
    - Advice and recommendations as to constructability and impact-minimization measures, general construction timelines and schedule, cost estimates etc.; and
    - Other studies as applicable and needed for engineering design and/or permitting.
  - Grant application support documentation, including all information and documentations needed for the CITY’s anticipated applications for any potential federal, state and/or local grant program.
  - In addition to assembling any potential grant application submittal, the CONSULTANT may be asked to assist with responding to questions and other requests from FEMA or any other agency. If the CITY decides to apply for any potential grant programs, the CONSULTANT shall assist with environmental documentation and associated support services as required for any such grant program application.
  - Federal, state, and local permitting, and permitting support documentation. The CITY will be the permit applicant submitting the permit applications and will be the primary point of contact for all regulatory agency communication. The CONSULTANT shall produce all permit materials, permit drawings, and supporting documentation for those applications.

- The following permits and approvals are expected to be required for this project:
  - U.S. Coast Guard (USCG)
  - U.S. Corps of Engineers (Corps)
  - National Marine Fisheries Service (NMFS)
  - Florida Department of Environmental Protection (FDEP)
  - Florida Fish and Wildlife Conservation Commission (FWC)
  - Florida Department of Transportation (FDOT)
  - Local permits (CITY, County, etc.)
- Without limitation, the CITY anticipates the permit application documents may include:
  - A biological assessment to facilitate consultation with NMFS under the Endangered Species Act
  - Compensatory mitigation plan to satisfy Corps, and NMFS requirements
  - Additional supporting documentation to satisfy FDEP
  - Division of State Lands (Sovereign Submerged Lands Acquisition)
  - U.S. Fish and Wildlife Services (FWS)
  - State Historic Preservation Office (SHPO)
  - Hydrodynamic/morphology study focusing on possible changes to natural sediment movement; and
  - Hurricane storm surge analysis or similar documentation related to FEMA/flood zone requirements.
- In addition to assembling the permit application materials, the CONSULTANT shall also assist the CITY with the following:
  - Identifying issues that need to be addressed as part of the permitting process and proposing efficient ways to resolve those issues;
  - Coordinating with and between different agencies on permitting requirements and process;
  - Developing an approach and strategy of agency engagement to ensure a smooth permitting process; and
  - Addressing all responses, questions, and additional requests received from regulatory agencies throughout the

permitting process.

- Application and integration of aspects such as safety, quality, cost effectiveness/value engineering, etc., in the products and processes described above.
- The scope of services also includes general work items such as CONSULTANT team project management, field investigations, and analysis.

## **D. GENERAL REQUIREMENTS**

### **Public Involvement**

- Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the CITY drafts of all Public Involvement documents. The CONSULTANT shall coordinate and conduct, with the CITY's assistance, possible public involvement meetings at the approximate 30% and 90% Phases. The purpose of this meeting would be to inform the community of the project.

### **Contract Drawings**

- The CONSULTANT shall prepare all drawings in accordance with the latest version of the FDOT CADD Standard Manual.
- The CONSULTANT will identify a project SharePoint site for storing and exchange of project documentation.
- The CONSULTANT shall manage the work and its sub consultants to ensure all requirements are met.
- All drawings shall be signed and sealed by a State of Florida registered architect, design professional engineer, or professional land surveyor as required. The drawings shall meet industry standards for quality and cost control.
- Drawings shall be to scale unless a graphic representation is considered appropriate (i.e., one line diagrams).
- The CONSULTANT shall provide all details to completely illustrate and define the work. Installation details shall show specific materials, equipment locations, and methods of installation.
- Specification statements shall not be placed on the drawings unless required by the building officials performing plan check services. The CONSULTANT shall ensure that no drawing statements conflict with specifications.
- The CONSULTANT shall provide prepared drawings in both PDF and CADD formats at all milestones including reviews, advertisement, as-bid construction, and final record drawings.

## **Construction Project Specifications**

- The CONSULTANT shall prepare and word process specifications in accordance with the latest version of the FDOT Specifications Standards Manual.
- The construction project bid package shall be developed jointly by the CITY and the CONSULTANT.
- The CITY will be responsible for:
  - All “front end” bidding and contract documents; and
  - Those sections in the FDOT Specifications Division 1, General Requirements, relating to the CITY administrative requirements.
- The CONSULTANT shall be responsible for:
  - Ensuring that the specifications adequately protect the CITY in obtaining the desired project outcome in the public competitive bidding environment; and
  - Providing the specifications in a complete and timely manner.
- Process:
  - The CONSULTANT shall meet with the CITY’s project manager to review the specification standards and procedures;
  - The CONSULTANT shall provide a proposed list of specification sections anticipated to be included in the project. This shall be submitted to the project manager for review and comment; and
  - The CONSULTANT shall include a signed and sealed specifications document with the advertisement submittal.

## **Cost Estimates**

- The CONSULTANT shall perform construction cost estimates using the FDOT standard format at 30 percent, 60 percent, and 100 percent of project completion to ensure budget compliance.
- The CONSULTANT shall provide management control over the design to ensure that ultimate expected construction costs stay within the CITY’s authorized budget for construction. Any factors that develop which increase the estimated construction cost estimate shall immediately be brought to the attention of the CITY.
- The CONSULTANT shall be responsible for reviewing the design, evaluating construction cost saving alternates as necessary and redesigning elements to maintain the estimate within the construction budget. Closely coordinate cost-savings alternatives with the CITY.
- The final construction cost estimate shall be supplied with the completed drawings and specifications prior

to the CITY's issuing of the bidding documents. Bidding climate, season, project size and complexity shall be factored into the estimate.

- The CONSULTANT shall review and confirm the final construction cost estimate prior to the scheduled bid opening.

### **Value Engineering**

- The CONSULTANT shall develop the design and contract documents using sound value engineering practices to the fullest extent possible, in order to support appropriate design decisions in producing the contract plans for the most efficient and economical design.
- The design for this project may be subjected to a Value Engineering (VE) review. The VE review will be  
  
conducted by a multi-disciplined independent team of CITY and CONSULTANT personnel for the purpose of the improving the value of the project.
- Value Engineering is an event-related activity and should occur at a time when it will provide the greatest opportunity for value improvement, as determined by the CITY. This opportune time during the design phase of a project will generally fall between completion of 30% design phase and completion of 60% design plans, but may occur at any time during the development of a project.
- Activities required by the CONSULTANT in support of the VE team are:
  - Providing Materials and Information: The CONSULTANT shall allow ample time for the appropriate knowledgeable members of their staff to present current design documentation and data to the VE team, as deemed necessary for an effective project review.
  - The CONSULTANT Project Manager and other key members of the design team shall meet with the VE team to explain the development of design features and how and why they were selected. The information will be provided in the form of a personal verbal presentation and the submittal of a package containing current plans and other documentation. This presentation will take place at the location of the VE study and may be followed up with additional meetings, written communications and phone enquiries.
  - Information and data that should be available to the VE Team include, but is not limited to the following:
    - One copy of all environmental documents;
    - One copy of the engineering reports;
    - Three copies of all plan drawings;
    - One copy of other miscellaneous reports; and
    - Project Cost Estimate at time of VE.
- The Project Cost Estimate shall include a tabulation of estimated construction

costs for the proposed design. This list shall, at a minimum, contain a breakdown of costs for each major element of the design.

- The CONSULTANT shall provide, in the form of a matrix, all criteria and weighted impacts used in arriving at decisions for the selection of specific design features. These criteria must include Safety, Operation, Maintenance, and Public Acceptance.
- All reports provided by the CONSULTANT will be returned after the VE review has been completed. However, copies of plans and drawings may be kept by the VE team.

### **Reporting**

- The CONSULTANT shall provide high-level overview of project progress in monthly progress reports, which shall include any challenges or issues of concern that are encountered or anticipated. All regular project issues and items should be coordinated and communicated throughout the project duration as applicable and needed, through means of regular meetings or issue-specific communication.

### **Reviews**

- The CONSULTANT shall meet with CITY staff at the City Hall on a mutually agreed upon basis. These meetings shall be utilized to review project status, design, estimated construction cost, and schedule to promote efficient and cost-effective progress through the completion of the project. The CONSULTANT shall prepare and distribute an agenda and a written summary (meeting minutes) of significant meetings.
- The CONSULTANT shall submit PDFs of progress review drawings and specifications at 30 percent, 60 percent, and 100 percent of project completion. The CONSULTANT shall only print documents for design progress review per direction of the CITY project manager.
- At all review stages, the CONSULTANT shall be responsible for quality control for all sub consultants and shall verify their compliance with applicable standards.
- The CONSULTANT shall attend all submittal review meetings. The CONSULTANT shall be responsible for correcting errors, omissions, and making revisions identified in the review process.
- When directed by the CITY, a sub consultant may need to perform Independent Peer Review for quality assurance.

### **Permits**

- At the CITY's request, the CONSULTANT shall provide corrected drawings, specifications, and calculations ready for review by the CITY, or other relevant jurisdictional agencies.

### **Preparation for Advertisement**

- Upon completion of the drawings and specifications, including all corrections resulting from the review process, the CONSULTANT shall deliver to the CITY:
  - One full set of signed and sealed plans and specifications in PDF; and
  - Electronic files of each technical special provisions in MS Word.
- The CONSULTANT and its sub consultants shall digitally sign and seal all documents, reports, specifications and drawing sheets, in accordance with the FDOT standards.
- Provide corrected drawings and specifications in a timely manner, according to the agreed upon schedule, to allow sufficient time to prepare documents for advertisement.

### **Advertisement Period Support**

- The CONSULTANT shall be available to assist in answering questions and reviewing substitution requests during the bidding period. Direct communication between contractors and the CONSULTANT is prohibited.
- The CONSULTANT shall attend the pre-bid meeting.
- The need and scope of any addendum will be determined in cooperation between the CONSULTANT and the CITY. Addenda will be issued by the CITY and will address substantive changes only. The CITY prohibits the use of addenda to “finish” the bidding documents and discourages their use to accomplish non-substantive corrections that should have been made prior to advertisement.
- The CONSULTANT shall update the plan sheets and specifications document as needed for addenda.
- Upon completion of the advertising period, the CONSULTANT shall deliver to the CITY:
  - PDFs of the plans set signed and sealed, including the corrected sheets; and
  - One electronic copy of all drawings in CADD format prepared by the CONSULTANT.
  - Review of Bids recommendations.

**Construction Administration Inspection** of the Project provides for the administration and management of the contract for construction. The Design Firm, with its consultants, will monitor construction, attend construction progress meetings a minimum of once per week, and respond to all construction administration phase duties as specified in the contract documents and the City’s agreement for professional Architectural and Engineering Services. At least one (1) month prior to Substantial Completion, the design firm will meet on site with the City’s staff, the Program Manager, and the Contractor to develop a preliminary punch list.

## **Completion**

- The CONSULTANT shall assist the CITY with the construction contract Final Acceptance inspection.
- The CONSULTANT shall prepare the record drawings. The CITY will convey changes made during construction by change orders, clarifications, memos, or by the contractor's mark-ups. The CONSULTANT shall revise the as-bid drawing set to reflect all approved construction changes. The final record drawings shall be completed within 30 days of the project's Final Acceptance inspection and shall show all contract changes and contractor-recorded actual installation conditions. Upon completion, the CONSULTANT shall deliver to the CITY:
  - PDFs of the as-built drawings; and
  - Exhibits or other documents that were part of the final record contract documents.
  - CADD files.

## **E. SCOPE OF WORK**

The selected firm will be required to deliver the project in the multiple phases. The major components of each phase are presented below.

### **Phase 1 - Conceptual / 30% Design**

An engineering design development report that will address all major design decisions. A draft design development report shall be produced and submitted with the 30% design deliverables:

1. Prepare an engineer's cost opinion associated with the construction of the project as described in Section C Scope of Services.
2. Present to City Council.
3. Value Engineering Options: where cost is high or construction is difficult, the consultant should propose options for reducing cost, construction time, and construction challenges.

### **Phase 2 - 60% Design**

1. Present the 60% design and specifications to the City Council.
2. Based on direction from City Staff and City Council, prepare revisions to the 60% design prior to submittal to permitting agencies.
3. Prepare and present a 60% engineer's cost estimate.
4. Prepare and submit all required permit applications and secure permits by the 100% Design submittal.



**Phase 3 - 90% Design**

- 1. Present the 90% design and specifications for City staff final review.

**Phase 4 - 100% Design**

- 1. Submit construction ready documents and all permits for bid. Documents should be signed and sealed by professionals of applicable disciplines.

**Phase 5 - Bid Support**

- 1. Provide support during the bidding process, including participation in pre-bid meeting and responding to bidder questions.
- 2. Review bids and make a recommendation of award.

**Phase 6 - Construction Administration (CA)**

- 1. Provide inspection at a level of support to be determined as part of a supplemental amendment to the agreement.
- 2. Provide review and approval of all Shop Drawings submittals.
- 3. Provide payment application review and inspection to verify all work is completed.
- 4. Provide answers to all RFI's including additional design and details required.
- 5. Attend meetings as needed to answer RFI's
- 6. Develop and issue punch list
- 7. Provide Project Management at a level of support to be determined as part of a supplemental amendment to the agreement. Naples City Building Department shall provide all required Florida Building Code inspections.

**F. ANTICIPATED PROJECT TIMELINE**

Listed below are the project timelines. 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 |
|--|---------------------------|
| Council Approval   | March 22, 2023            |
| Notice to Proceed  | March 22, 2023            |
| Kick-off meeting w/staff   | Week of March 27, 2023    |
| Phase 1 - Conceptual / 30% Design  | May 31, 2023              |
| Phase 2 – 60% Design   | July 12, 2023             |
| Phase 3 – 90% Design   | August 9, 2023            |
| Phase 4 & 5 – 100% Design/ Issue Procurement Document (ITB, RFP or CMAR) | September 1, 2023         |

**G. INSURANCE**

The City’s General Insurance Requirements on page 12 apply. In addition to the City’s General Insurance Requirements, the specialized insurance listed below is require: PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$3,000,000 per claim to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

**H. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

Invoices must cite the purchase order number and the bid number and must be submitted after work is completed with a detailed description of the work performed. The successful bidder(s) will meet with Project Manager and set up procedures prior to the start of work.

**I. SELECTION PROCESS**

**1. SOLICITATION SCHEDULE:**

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

| Action                       | Estimated Completion Date |
|------------------------------|---------------------------|
| Advertise and Float RFP      | Week of January 9, 2023   |
| RFP Due Date                 | February 8, 2023          |
| Evaluation Committee Meeting | Week of February 13, 2023 |
| Presentation if needed       | Week of February 20, 2023 |
| Council Meeting              | Week of March 22, 2023    |

**2. PROPOSAL OPENING**

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered.

**3. EVALUATION COMMITTEE**

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

A shortlist of vendors may be interviewed for final ranking. If an interview is held, it will be less than one hour in length and be equally divided between the

presentation and questions and answers. The presentation (if necessary) time and date will be assigned by the City.

**4. SELECTION CRITERIA:**

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

| CRITERIA   | MAXIMUM POINTS |
|--|----------------|
| Cover Letter and Forms   | <b>0</b>       |
| Qualifications & Reputation of Firm & Sub-Firms                    | <b>25</b>      |
| Qualifications and Experience of Person(s) Assigned to the Project | <b>25</b>      |
| Project Understanding and Approach                                 | <b>30</b>      |
| Ability to complete project per provided timeline                  | <b>15</b>      |
| Minority Business Enterprise                                       | <b>5</b>       |
| <b>MAX POINTS</b>  | <b>100</b>     |

**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. **Proposals must be bound with plastic comb binding (no 3-ring binders).**

4. 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 firms interested in providing Naples Pier Design Services are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

### **TAB 1 - Cover Letter and Mandatory Form Information**

- Cover Letter - Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page (including signed cover sheet, IRS W-9 form, any applicable licenses / certifications not included elsewhere in the proposal.

### **TAB 2 - Qualifications & Reputation of Firm & Sub-Firms**

- Demonstrate experience and qualifications of the lead firm on related projects, as well as any sub-firms on the project team. Experience should detail relevant experience in facilitation projects for similar communities.
- Provide a staff organization chart. Identify key individuals involved on this project, their affiliation and office location.
- For each key staff member identified in the organization chart, provide a summary of relevant experience and qualifications. Detailed resumés should be submitted. The brief overview should identify the individual experience on similar projects and their availability to support this project.
- Please indicate which individuals will attend the proposed interview, if an interview is requested.
- Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team.
- Provide three (3) client references for projects that are of a similar nature to this solicitation. Send the attached reference questionnaire to the client who will submit the completed form directly to the City.
- Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the PSC information to assess the experience of the Proposer on relevant project work.

### **TAB 3 - Qualifications and Experience of Person(s) Assigned to the Project**

- Provide a Team organization chart and identify on the organization chart where the project will be managed from (office locations) and where the various work components will be done (office locations) in proximity to City of Naples (735 8th Street South, Naples FL, 34102).
- For each staff member identified in the Team organization chart, provide a brief overview of their relevant experience.
- Demonstrate experience in community engagement and presenting reports and information to elected officials.

#### **TAB 4 - Project Understanding and Approach**

- Demonstrate understanding of the project opportunities and challenges.
- Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the CITY how they propose to approach the project and assemble the resources to meet each major element of the project).
- Identify the potential project challenges and how you would recommend that each be addressed.
- Provide your firm's approach to achieving the project's scope of work.
- Provide your firm's approach to managing and conducting the 30%, 60%, 90% and 100% City Council reviews and discussions.
- Identify the permits that will be required to be submitted and how would you propose to proceed to ensure that permits are obtained quickly
- Provide any value-added services your firm can provide above that identified within the request.
- Identify any issue that the City might have omitted in its understanding of this project.

#### **TAB 5 - Ability to complete project per provided timeline**

- Provide detail schedule. Provide a proposed Project Schedule that illustrates the total project time to complete this project. For these purposes, assume the schedule to begin using the information provided in Section F, Anticipated Project Timeline.
- If vendor determines that project can't be completed in the timeline proposed in Section F, Anticipated Project Timeline, provide proposed Project Schedule that illustrates the total project time to complete this project with detail explanation.

#### **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 their qualifications.

## **J. 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.

## **K. 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 Naples Pier Design. 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.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

**Compliance with Federal Law, Regulations and Executive Orders:** The Sub-Recipient (City) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

**Access to Records:** The contractor agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Affirmative Socioeconomic Steps** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**Changes:** To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

**DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

**Domestic Preference for Procurements 200.322** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



**Prohibition on Covered Telecommunications Equipment or Services**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

**Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Rights to Inventions Made Under a Contract or Agreement:** Exempt from FEMA Public Assistance Funding

**Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Procurement of Recovered Materials (§200.323) (Over \$10,000):** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Termination for Cause and Convenience (over \$10,000):** See Standard Purchase Order and/or Contract Terms and Conditions

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):** Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Clean Air Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Administrative, Contractual, or Legal Remedies (over \$250,000):** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

#### **CONSTRUCTION ACTIVITIES**

**Equal Employment Opportunity Clause (§60-1.4):** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis Bacon Act:** Exempt under FEMA Public Assistance Funding

**Copeland Anti-Kickback Act:** Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**Applicable Laws** - The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

**Data Collection:** The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/City/permittee/engineering consultant.** The City's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the City's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

**Equal Employment Opportunity:** No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

**Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**Local Preference:** Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

**Physical Access and Inspection:** Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
- ii. The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**Record Retention:** A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

**Statutory Notices Relating to Unauthorized Employment:** The City shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

**Statutory Notices Relating to Subcontracts:** Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Compliance with Federal Law, Regulations, And Executive Orders  
and Acknowledgement of Federal Funding**

**Certification**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the City for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The City may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name \_

Date \_

Authorized Signature \_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

(1) The prospective subcontractor of the Sub-recipient, Collier City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
UEI Unique Entity Identifier (for SAM.gov verification)

\_\_\_\_\_  
Date

Sub-Recipient Name: Collier City Board of City Commissioners DEM

Contract Number: TBD

FEMA Project Number: TBD

| <b>COLLIER COUNTY</b>  |       |  |                           |                               |  |                             |
|--|-------|--|---------------------------|-------------------------------|--|-----------------------------|
| <b>ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT</b>   |       |  |                           |                               |  |                             |
| Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.   |       |  |                           |                               |  |                             |
| A. PRIME VENDOR/CONTRACTOR INFORMATION   |       |  |                           |                               |  |                             |
| PRIME NAME   |       | PRIME FEID NUMBER                      |                           | CONTRACT DOLLAR AMOUNT        |  |                             |
|  |       |  |                           |                               |  |                             |
| IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?   |       | VETERAN                                | Y                         | N                             | IS THE ACTIVITY OF THIS CONTRACT...<br>CONSTRUCTION ?      Y      N<br>CONSULTATION?      Y      N<br>OTHER?                Y      N |                             |
|  |       | DBE?                                   | Y                         | N                             |  |                             |
|  |       | MBE?                                   | Y                         | N                             |  |                             |
|  |       | WBE?                                   | Y                         | N                             |  |                             |
|  |       | SDB 8A?                                | Y                         | N                             |  |                             |
| IS THIS SUBMISSION A REVISION?   |       | Y                                      |                           | N                             |  |                             |
|  |       |  |                           | IF YES, REVISION NUMBER _____ |  |                             |
| B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION   |       |  |                           |                               |  |                             |
| DBE VETERAN  | M/WBE | SUBCONTRACTOR OR SUPPLIER NAME         | TYPE OF WORK OR SPECIALTY | ETHNICITY CODE (See Below)    | SUB/SUPPLIER DOLLAR AMOUNT   | PERCENT OF CONTRACT DOLLARS |
|  |       |  |                           |                               |  |                             |
|  |       |  |                           |                               |  |                             |
|  |       |  |                           |                               |  |                             |
|  |       |  |                           |                               |  |                             |
|  |       |  |                           |                               |  |                             |
|  |       |  |                           |                               |  |                             |
| TOTALS:  |       |  |                           |                               |  |                             |
| C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR  |       |  |                           |                               |  |                             |
| NAME OF SUBMITTER  |       | DATE                                   |                           | TITLE OF SUBMITTER            |  |                             |
|  |       |  |                           |                               |  |                             |
| EMAIL ADDRESS OF PRIME (SUBMITTER)   |       | TELEPHONE NUMBER                       |                           | FAX NUMBER                    |  |                             |
|  |       |  |                           |                               |  |                             |
| NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. |       |  |                           |                               |  |                             |
| <b>ETHNICITY</b>   |       | <b>CODE</b>                            |                           |                               |  |                             |
| Black American   |       | BA                                     |                           |                               |  |                             |
| Hispanic American  |       | HA                                     |                           |                               |  |                             |
| Native American  |       | NA                                     |                           |                               |  |                             |
| Subcont. Asian American  |       | SAA                                    |                           |                               |  |                             |
| Asian-Pacific American   |       | APA                                    |                           |                               |  |                             |
| Non-Minority Women   |       | NMW                                    |                           |                               |  |                             |
| Other: not of any other group listed   |       | O                                      |                           |                               |  |                             |
| D. SECTION TO BE COMPLETED BY COLLIER COUNTY   |       |  |                           |                               |  |                             |
| DEPARTMENT NAME  |       | COLLIER CONTRACT # (IFB/RFP or PO/REQ) |                           | GRANT PROGRAM/CONTRACT        |  |                             |
|  |       |  |                           |                               |  |                             |
| ACCEPTED BY:   |       |  |                           |                               | DATE   |                             |
|  |       |  |                           |                               |  |                             |

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**LOBBYING CERTIFICATION**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Contractor (Firm Name)

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date