



REQUEST FOR PROPOSAL

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

COVER SHEET

NOTIFICATION DATE: <div style="text-align: center; font-weight: bold; color: blue;">3/24/2023</div>	SOLICITATION TITLE <div style="text-align: center; font-weight: bold; color: blue;">Annual Equipment Rental - RFP</div>	SOLICITATION NUMBER: <div style="text-align: center; font-weight: bold; color: blue;">23-016</div>	OPENING DATE & TIME: <div style="text-align: center; font-weight: bold; color: blue;">4/25/2023 2:00 PM</div>
PRE -PROPOSAL CONFERENCE DATE, TIME AND LOCATION: <div style="font-size: 1.5em; font-weight: bold; color: black;">NONE</div>			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p style="text-align: center; color: red;"> FEI/EIN Number _____ DUNS Number _____ </p>			
Please initial by all that apply I acknowledge receipt/ review of the following addendum			
_____ Addendum #1	_____ Addendum #2	_____ Addendum #3	_____ Addendum #4
_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8

PLEASE NOTE THE FOLLOWING

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

GENERAL CONDITIONS

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

- 1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
- 3. BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
- 4. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- 7. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- 8. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
- 9. PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery

to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

- A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City- owned real property.
 - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
 - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
 - G. **CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog

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

12. 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, Statues, 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 subcontractors 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; 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.

If the contractor, vendor, firm, or proposer considers any portion of any documents, data, or records submitted to the City to be a confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor, vendor, firm, or proposer must simultaneously provide the City Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure. If contractor, vendor, firm, or proposer fails to submit a redacted copy of documents, data, or other records it claims is confidential, the City is authorized to produce all documents, data, and other records submitted to the City in answer to a public records request for these records.

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 or by mail to:

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

Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # _____

Bid Title: _____

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

- ___ We are not able to respond to the Invitation to Bid by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Unable to meet bond requirements.
- ___ Unable to meet insurance requirements.
- ___ Unable to meet bond specifications.
- ___ Specifications are incomplete, or information is unclear (Please explain below).

Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

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

Solicitation No. _____ RFP/ITB Title: _____

Bidder/Respondent Name: _____

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

Relationship with Bidder/Respondent: _____

Title of last project: _____

Year last project completed _____

Contract Start/End Dates: _____

Contract Amount: \$ _____

How many projects performed: _____

Overall Performance: _____

Management Ability: _____

Ability to meet time schedule: _____

Ability of control costs: _____

Problems encountered: _____

Quality of Personnel: _____

How well Contractor coordinated with Owner: _____

Cooperation or Lack Thereof: _____

Quality of Subcontractors: _____

Subcontractor Payment Issues: _____

Were there any conflicts, disputes, or other problems:

Yes No

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

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

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

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Name of Company

Address of Company

Telephone No.

Email address:

Date: _____

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

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

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence no earlier than May 1, 2023, and will be in place for a two (2) year term with an optional three (3) 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 three 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.

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 four (4) 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. UNIT PRICING

The unit prices for all services contained within this solicitation shall remain the same for the first two (2) years of this Agreement. The unit price for subsequent option years may be adjusted using the change in the Consumer Price Index for All Urban Consumers – all items (South Region) as published by the U.S. Department of Labor Statistics for the twelve months ending March of each year to be effective for the next years' service period. If the CPI is discontinued or substantially altered, the City may select another relevant price index published by a United States Government Agency or by a reputable publisher of financial and economic indices. Such adjustment shall not exceed five percent (5%). Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the contract anniversary date. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City as stated in the agreement, upon giving thirty (30) days written notice to the Contractor. Adjusted rates shall become effective upon approval by the City Manager.

H. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Last day for questions is 4/15/2023

Direct all Questions to:
Felix Gomez, CPPB, NIGP-CPP
Procurement and Contracts Manager
City of Naples,
Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7101 FX: (239) 213-7105
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: <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 & Assurances Forms.</u>	
Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: <ol style="list-style-type: none"> 1. The Proposal has been signed. 2. Proposal addressed the evaluation criteria. 3. Proposal prices offered have been reviewed. 4. The price extensions and totals have been checked. 5. Tab format was followed. 	
Bid document needs to be received by the <u>OPENING DATE & TIME</u> indicated on the <u>Cover Sheet</u> . The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div>	
The mailing envelope must be sealed and marked with: Bid Number: 23-016 Title: Annual Rental Equipment - RFP Opening Date:4/25/2023 Company Name: Contact information:	

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.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

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. 23-016
Annual Equipment Rental – RFP**

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City of Naples

RFP No. 23-016

Equipment Rental – Annual Contracts

REQUIREMENTS AND SPECIFICATIONS

A. INTRODUCTION

The City of Naples desires to enter into a contractual relationship with vendors capable to supply a full line of Rental Equipment (hereafter referred to as “Products and Services”). It is the City’s intent to award to multiple vendors and to designate vendors in terms of primary service providers and standby service providers.

Equipment includes, but is not limited to, Construction Equipment (heavy and light), Aerial Lift and Scaffold, Earth Moving, Electrical, Material Handling, etc. The information provided herein does not imply or set any minimum or maximum guarantees on future usage of this program.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be annual contracts that will be utilized for products and services limited to annual budget allocations. As such, no compensation will accrue to the vendor unless and until the contract is utilized in anticipation of a requested product or service. Potential vendors are solely responsible for their own costs of developing the proposal associated with this RFP.

ALL PRODUCTS OFFERED SHALL BE IN LIKE-NEW CONDITION, LATEST DESIGN AND TECHNOLOGY – AT A MINIMUM OF NO MORE THAN 2 YEARS OF AGE.

B. BACKGROUND

The City of Naples’ budgets include appropriated funds for the on-going rental of equipment used in the maintenance and repair of the underground utilities systems, parks, recreation centers, and administration facilities owned and operated by the City of Naples. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations.

C. SCOPE

It is imperative that the City of Naples be prepared for acquiring the necessary resources regarding the procurement of rental equipment required to provide repair and maintenance services to utilities systems, surface drainage, parks, recreation centers, and administration facilities so that an adequate and expected level of service is experienced by the residents of the City of Naples.

The City of Naples seeks to establish contractual arrangements with qualified vendor(s), on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to supply a full line of Rental Equipment in full compliance with regulatory agency requirements and consistent with current City of Naples Standards, Occupational Safety and Health Administration (OSHA) regulations and the Florida Department of Transportation (FDOT) regulations.

D. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

The awarded vendors shall provide rental of a variety of types of equipment. Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if specific equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded vendor(s) shall utilize any resources it may have in assisting with securing the required equipment whether it resides in the branch location's current inventory.

Vendor experience with and knowledge of OSHA and FDOT regulations will be considered to the City of Naples's successful equipment rental endeavors. Each vendor should have specific knowledge and compliance with motor vehicle and equipment safety requirements.

Additional Information:

- The intent of the equipment age remaining within 24 months is to insure the City is being provided newer equipment for purposes of maintaining City infrastructure, in addition to providing comparable rental units from all responding vendors. Newer equipment is less prone to failures and repair and would serve in the best interest of the City. City staff would encourage prospective vendors to respond to the solicitation, but make a notation regarding the age of your equipment should it not comply with the specifications. An appointed evaluation committee will review proposals and evaluate accordingly.
- Renewal of the contract period shall be by mutual agreement in writing. If the proposer would like the opportunity for optional years rate changes, please indicate that under TAB 3 "Equipment Rates" of your response. An appointed evaluation committee will review proposals and evaluate accordingly.

E. PROJECT MANAGEMENT

The Utilities Department Director and/or Streets & Stormwater Department Director and/or his authorized representative(s) will serve as the City's "Project Manager."

F. PRICING

Equipment shall be provided and charged on a daily, weekly and monthly basis. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing vendor to determine. A “book rate” or “published rate” along with any applicable discounts shall be provided to the City of Naples. Multiple discount levels on various pieces of equipment are acceptable if they are clearly noted in the response (i.e. market basket/hotlist, etc. items).

G. DELIVERY AND OTHER ADDED FEES

Delivery of the item to the City of Naples. Delivery, setup and pickup fees, where required, shall be provided to the City of Naples and clearly identified in the proposal response.

Other fees (insurance, environmental recovery fees, cleaning, refueling fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the City of Naples will not require insurance or damage waiver, but this shall be provided where required. The City of Naples is also exempt from state/local sales taxes and shall not be charged these fees.

H. SERVICE LEVEL EXPECTATIONS

Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer’s guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer’s design. Any equipment not functioning properly (or becoming non-functional) will be picked up and replaced by the supplier at no additional charge to the City of Naples during the rental period. Routine repairs (not caused by misuse of the equipment) shall be provided at no additional cost to the City of Naples.

At the time the City of Naples takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the City of Naples will review the equipment condition at point of delivery as well as at the point of return. No rental fees may be charged to the City of Naples without a signed receipt of acceptance of the equipment.

The proposal response shall include a sample of any service agreement or contract that the City of Naples will be required to sign. The service agreement shall clearly indicate and describe all “point of contact” charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any contract that results from the City of Naples.

At the time of any rental of equipment under the terms of the resulting Agreement, the City of Naples’ representatives may sign the Vendor’s standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. The City of Naples’

representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent they are not in addition to, or in conflict of, the terms of the City's Agreement, which shall govern all transactions between the parties.

The proposal response shall define the availability of equipment at the proposed rates in cases of emergency or natural disaster. Describe your company's plan for fulfilling the requirements of any resulting contract in instances of emergencies and natural disasters. Will the proposed rates apply in these cases? What circumstances define an emergency or natural disaster?

I. TRAINING

The awarded vendor(s) shall provide all operational and safety training associated with any equipment proposed for rent. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The proposal response shall include a complete description (methods of delivery, available locations, duration, content, etc.) along with price structure for each.

J. OPTIONAL LEASE AND/OR PURCHASE OF EQUIPMENT

1. The awarded vendor(s) may, at its option, respond to this section to provide lease and/or purchase of a variety of types of equipment. Requirements are herein listed. Lease offering may include lease only and/or lease to purchase. Purchase of equipment may include new or used equipment. Financing may be offered should the City desire financing and equipment from the vendor.

Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded vendor(s) shall utilize any resources it may have in assisting the City with securing the required equipment whether it resides in the branch location's current inventory.

2. Pricing for lease of equipment
Equipment shall be provided on a monthly basis for a specified term. Vendor shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to the City and the associated monthly rates. Supplier shall also include in its proposal the costs for the City seeking a lease to purchase option. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing supplier to determine. Published rates along with applicable discounts shall be provided to the City.

3. Pricing for purchase of new or used equipment.

Vendor(s) shall provide a discount off a catalog, published retail list or manufacturer's list price or provide a mark-up percentage over cost for the purchase of new or used equipment. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing vendor to determine. A price list along with applicable discounts (if using catalog, published retail list or manufacturer's list price) or an actual invoice indicating cost of item (if using mark-up percentage over cost) shall be provided to the City. If offered, costs to finance the purchase of new or used equipment shall be included in supplier's response.

4. Delivery and other added fees

Delivery of the item to the City: Delivery, setup and pickup fees, where required, shall be provided to the City and clearly identified in the proposal response. Other fees (insurance, environmental recovery fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the City will not require insurance or damage waiver, but this shall be provided where required. The City of Naples is also exempt from state/local sales taxes and shall not be charged these fees.

5. Service level expectations

Leased equipment: Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design. Vendor will not be responsible for maintenance or routine repairs. At the time the City takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the City will review the equipment condition at point of delivery as well as point of return. No fees may be charged to the City without a signed receipt of acceptance of the equipment.

Lease or purchase of new equipment: All purchases of new equipment shall be new, unused, fully functional, and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No costs shall be charged to the City without a signed receipt of acceptance of the equipment.

Lease or purchase of used equipment: All used equipment will be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the City. The vendor and the City will review the equipment condition at point of delivery. No

fees may be charged to the City without a signed receipt of acceptance of the equipment.

The proposal response shall include a sample of any service agreement, finance agreement or contract that the City will be required to sign. Any agreement shall clearly indicate and describe all “point of contact” charges that will be assessed prior to lease or purchase. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered, or made part of any contract that results from this RFP.

At the time of lease or purchase of equipment under the terms of any resulting Agreement, the City representatives may sign the supplier’s standard Lease and/or Purchase Agreement/Delivery Ticket as evidence of receipt of the equipment. City representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Lease and/or Purchase Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Lease and/or Purchase Agreement/Delivery Ticket shall govern the transaction only to the extent they are not in addition to, or in conflict of, the terms of the City’s Agreement, which shall govern all transactions between the parties.

6. Training

The awarded vendor shall provide all operational and safety training associated with any equipment proposed for lease. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The proposal response shall include a complete description (methods of delivery, available locations, duration, content, etc.) along with price structure for each.

K. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

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

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of March 20, 2023
RFP Due Date	April 25, 2023
Evaluation Committee Meeting	Week of May 16, 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 firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the city.

4. SELECTION CRITERIA:

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

Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Cover Letter and Forms	0
Qualifications and Experience of Company and Personnel	15
Availability and Variety Of Equipment	15
Equipment Rates	50
Locations and Customer Service	10
Value Added Information	5
Minority Business Qualification	5
TOTAL	100

5. SUBMITTAL REQUIREMENTS:

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

- b. 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.
- c. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the city in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing Utilities Repair and Maintenance Contractor Library services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

Tab 1 - Cover Letter and Forms

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

Tab 2 - Qualifications

- Provide a statement indicating the proposer's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of OSHA and FDOT motor vehicle and equipment safety requirements.

- Include the history of the company, brief resumes of dedicated staff members, Number of Full Time Employees.
- A detailed list of rental equipment on-hand, Number of years in business under the current company name, company's license #s, and a list of all current clients and contacts for which the vendor has provided similar services.
- Include an organizational chart outlining operational structure.
- Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein and the most recent audited financial statement. (References are mandatory.)

Tab 3 - Availability and Variety of Equipment

- Vendor to provide a diverse inventory of available equipment. Availability of equipment and proposed rates during periods of emergency or natural disaster. Define the availability of equipment at the proposed rates in cases of emergency or natural disaster. Describe your company's plan for fulfilling the requirements of any resulting contract in instances of emergencies and natural disasters. Will the proposed rates apply in these cases? What circumstances define an emergency or natural disaster?
- Describe the quality and quality control of equipment that is available for rent and how equipment is managed; provide details regarding equipment of the most recent make/model (minimum of 2 years of age), inventory turn-over ahead of useful life of equipment, and protocols for service/maintenance of equipment as recommended by the manufacturer to include all safety equipment.

Tab 4 - Equipment Rates

- Inventory list of available rental equipment with published and applicable rates as outlined in Section IV of this solicitation. Rental rates shall also be provided in a separate, electronic copy (Excel format preferred). Printed copy is required as part of the proposal response. If the amount of data to be provided is an issue, please notify the City's Purchasing Department. Clearly define the proposed rent structure addressing items such as when rental charges begin and end, and definitions for daily, weekly and monthly rates.
- Description of any add-on fees as outlined in Section V of this solicitation (delivery/pickup/setup, insurance, environmental recovery, cleaning, re-fueling, loss of use, etc.). Please identify if these add-on fees differ based on your proposed pricing structure.
- If submitting optional lease and/or purchase of equipment, provide a complete response to Section VII.
- The proposal should include a detailed Hourly Rate Schedule which shall include labor rates (and classifications), equipment rates, material mark-up, sub consultant

mark-up, and unit pricing for any repair services the City may require for equipment rented or purchased/leased. The proposed fees shall include all overhead and expenses. Include a statement that, to the best of the proposer's knowledge and experience, all proposed costs are reasonable and customary. Equipment rentals, leases, and purchases shall have the ability to be negotiated based on lump sum and unit price costs and be approved by the City Manager or designee contingent upon the user department obtaining competitive quotes from one or any number of the awarded contractors. The schedule to complete negotiated/quoted products and services and the penalty for not fulfilling within the schedule will be stated in the quote request sent to the vendor(s) and will become a condition of the contract amended for the products and/or services. Billing for negotiated/quoted products and/or services will be based on the lump sum or unit pricing provided by the vendor.

Tab 5 - Locations and Customer Service

Vendor shall provide branch locations and service centers for all equipment proposing to be offered as part of this solicitation. Vendor should describe details regarding quick turnaround from receipt of order to delivery or pickup and describe response to equipment failures in a timely manner.

Tab 6 - Value Added Information

Provide any additional information that may assist in the evaluation of the company and/or the proposal. Optional information may include other available business resources, web-based ordering and tracking via a secure internet connection - directly accessing contract pricing, national/corporate support and qualification, the ability to provide operational and safety training, and any other information that would be beneficial to the City for assessing and meeting the demands of this RFP.

Tab 7 - Minority Business Qualification

- 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.

L. 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.

M. 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 Utilities Repair and Maintenance Contractor Library services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.