

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

ADDENDUM NUMBER 1

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
8/31/2023	Naples Pier Reconstruction - RFQ	23-036	10/17/2023 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following answers to written, submitted questions:

1. Paragraph 1 of Section E of the RFQ (page 54) states that vendors must submit “An active certified Florida Marine Contractor license”. We are a prominent, nationwide marine construction firm (with a division based in Tampa) that has been working in Florida, through our legacy companies, since the 1940s. However, we do not have this marine contractor’s certification as it is generally structured more for residential seawall and dock construction rather than heavy civil marine works like the Naples Pier Reconstruction Project. Please advise as to whether this requirement can be removed as soon as possible as we will not be able to submit as currently written.

ANSWER: Vendors can submit “An active Florida certified Marine Contractor license(s), Certified General Contractor license(s) and/or equivalent ”.

2. The index for RFQ No. 23-036 Naples Pier Reconstruction on page 49 of the pdf document references Exhibit I: Federal Contract Provisions & Assurance (Required). I could not find any other reference to Exhibit I in the document. Is this the same thing as the “Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding Form” which is page 45 of the pdf document?

ANSWER: YES. All documents from this section starting at page 37 to page 48 that require signatures must be submitted in Tab 1.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET .

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

1. REVISED PAGE 37 and PAGE 49:

Attached Exhibit C is REVISED Page 37 & Page 49 - 8/31/23. The page(s) replaced in its entirety the published Page 37 & Page 49.

THE REVISED PAGE 37 & PAGE 49 - 8/31/23 (EXHIBIT C) MUST BE USED BY VENDORS OR THE BID WILL BE REJECTED.

Exhibit C – REVISED PAGE 37 & PAGE 49– 8/31/23

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IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET .

Exhibit I: Federal Contract Provisions & Assurances

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

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

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

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

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

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

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

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

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

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

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law,

**City of Naples, FL.
RFQ No. 23-036
Naples Pier Reconstruction - RFQ**

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