



# REQUEST FOR QUALIFICATIONS

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

## COVER SHEET

NOTIFICATION DATE: <b>10/17/2023</b>	<b>PROFESSIONAL SERVICES LIBRARIES,          PER COMPETITIVE CONSULTANTS          NEGOTIATION ACT (CCNA) - RFQ</b>	SOLICITATION NUMBER: <b>24-001</b>	OPENING DATE & TIME: <b>12/07/2023          2:00 PM</b>
<b>PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION:</b> A non-mandatory Pre-Proposal conference will be held October 31, 2023, at 10:00 A.M. local time in the Purchasing Division located at 735 8th St. South, Naples FL, 34102			
Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN <b>TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 11/27/2023.</b>  <p style="text-align: center;"> <b>Direct all questions to:</b>  <b>Felix Gomez, CPPB, NIGP-CPP</b>  <b>Procurement and Contracts Manager</b>            City of Naples, Purchasing Division            735 8th Street South            Naples, Florida 34102  <b>PH: (239) 213-7101    FX: (239) 213-7105</b>  <a href="mailto:fgomez@naplesgov.com">fgomez@naplesgov.com</a> </p>			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME/TITLE			
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p>			
<b>FEI/EIN Number _____ DUNS Number _____</b>			
<b>Please initial by all that apply, I acknowledge receipt/ review of the following addendum</b>			
_____ 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>
- City of Naples 24-001 Professional Services Libraries, per Competitive Consultants Negotiation Act (CCNA) - RFQ

## 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. ETHICS REQUIREMENT:** As required by Section 2-975(h)(3), except as otherwise prohibited by law, all contracts executed between the City and a vendor shall 1) prohibit the vendor from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during the term, and for a period of two years after termination, of the contract; and 2) provide for liquidated damages in favor of the City for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the vendor; and (ii) the amount equal to the total of the compensated public official's or City employee's last two years of gross compensation from the City.

**17. E-VERIFY REQUIREMENT:** All contracts between the vendor and the City shall require the vendor to be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The vendor shall require any subcontractor to insert into any subcontracts the requirements of this section and shall be responsible for insuring compliance by all subcontractors. The Vendor shall agree to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023), as amended; and the vendor will not be awarded a public contract for at least one (1) year after the date on which the contract was terminate. Vendor will also be

liable for any additional costs to City incurred because of the termination of the contractor.

The City shall upon a good faith belief that a vendor or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate the contract, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. Vendor acknowledges that upon termination of the contract by the City for a violation of this Section, the vendor may not be awarded a public contract for at least one (1) year and that the Vendor is liable for any additional costs incurred by the City as a result of the termination. Vendor shall provide an affidavit of compliance with the E-Verify Requirement at the time a contract is executed.

**18. 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.

**19. 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.)

**20. 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.

**21. 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.

**22. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that

are available upon request.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 29. 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.
- 30. 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.

- 31. 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 vendorlist.
- 32. 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”.
- 33. 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.
- 34. 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**

- 35. 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.
- 36. 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.
- 37. 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.



**38. 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.

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

**40. 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**

**41. 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.

**42. 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.

**43. 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.

**44. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**45. 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.

**46. 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.

**47. 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.

**48. 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.

- 49. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day- to-day supervision and control of the contractor's employees and sub- contractors is the responsibility solely of the contractor.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. 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.
- 54. 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.

**55. 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.

**56. 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.

**57. 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.

**58. 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.

**59. RESPONSIBLE VENDOR DETERMINATION:** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**60. 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.

**61. 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.

**62. 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.

**63. 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

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**

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.

**64. 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.

**65. 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.

**66. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE:** If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213- 1015; Email: [PublicRecordsRequest@naplesgov.com](mailto:PublicRecordsRequest@naplesgov.com); Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

**67. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and



**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.

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

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## GENERAL INSURANCE REQUIREMENTS

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

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

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

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

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

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

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

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

The Certificate must state the bid number and title.

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

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

**STATEMENT OF NO BID/PROPOSAL**

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

Please return via email to [purchasing@naplesgov.com](mailto:purchasing@naplesgov.com) or by mail to:

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

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

Bid # \_\_\_\_\_

Bid Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

Other (Please specify below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)



# CITY OF NAPLES

## Purchasing Division

### REFERENCE QUESTIONNAIRE

**PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.**

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

Solicitation No. \_\_\_\_\_ RFP/ITB Title: \_\_\_\_\_

Bidder/Respondent Name: \_\_\_\_\_

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

Relationship with Bidder/Respondent: \_\_\_\_\_

Title of last project: \_\_\_\_\_

Year last project completed \_\_\_\_\_

Contract Start/End Dates: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

How many projects performed: \_\_\_\_\_

Overall Performance: \_\_\_\_\_

Management Ability: \_\_\_\_\_

Ability to meet time schedule: \_\_\_\_\_

Ability of control costs: \_\_\_\_\_

Problems encountered: \_\_\_\_\_

Quality of Personnel: \_\_\_\_\_

How well Contractor coordinated with Owner: \_\_\_\_\_

Cooperation or Lack Thereof: \_\_\_\_\_

Quality of Subcontractors: \_\_\_\_\_

Subcontractor Payment Issues: \_\_\_\_\_

Were there any conflicts, disputes, or other problems:

Yes      No

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

\_\_\_\_\_

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

---

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

Any additional comments?

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This REFERENCE QUESTIONNAIRE is provided by:

---

Name of Company

---

Address of Company

---

Telephone No.

---

Email address:

Date: \_\_\_\_\_

---

Name and title of person filling out this reference questionnaire:

---

Signature of person filling out this reference questionnaire:

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

## **PROFESSIONAL SERVICES SPECIAL CONDITIONS**

Under Consultants Competitive Negotiation Act; Chapter 287.055, Florida Statutes

### **A. TERMS OF CONTRACT**

The resulting contract will commence no earlier than April 1, 2024, and will be in place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than 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.

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

### **B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

### **C. MINIMUM QUALIFICATION**

Vendors licensed to do business in the State of Florida, must submit a Florida Department of State, Division of Corporations 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. This 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. INSURANCE**

The City's General Insurance Requirements on page 18 apply. Successful contractor(s)

must furnish proof of insurance as per specifications. Contractors should investigate and determine they hold the necessary insurance prior to bid submittal.

In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

#### **F. 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.

#### **G. 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 six (6) 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.

#### **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.

**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) 213-7102 FX: (239) 213-7105

[fgomez@naplesgov.com](mailto:fgomez@naplesgov.com)

## SUBMISSION CHECKLIST

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

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a 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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
Mandatory FORMS from this document to be included are: <b>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 &amp; 2024 Interest Matrix</b>	<input type="checkbox"/>
Have an authorized individual sign the appropriate pages including the <b>Cover Sheet</b> with any bid addendums initialed. Include all Addendums with your Proposal.	<input type="checkbox"/>
Ensure the following: 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. 6. Certificates of Insurance submitted per requirements specified in the bid.	<input type="checkbox"/>
Bid document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the <b>Cover Sheet</b> . The mailing envelope must be addressed to: City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102	<input type="checkbox"/>
<b>The mailing envelope must be sealed and marked with: Bid Number: 24-001            Title: CCNA PROFESSIONAL SERVICES LIBRARIES, PER COMPETITIVE CONSULTANTS NEGOTIATION ACT (CCNA) - RFQ            Opening Date: 12/07/2023            Company Name:            Contact information:</b>	<input type="checkbox"/>

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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

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

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**24-001 PROFESSIONAL SERVICES LIBRARIES, PER COMPETITIVE  
CONSULTANTS NEGOTIATION ACT (CCNA) - RFQ  
DISCIPLINES FOR CONSIDERATION**

**Interest Matrix**

**For Inclusion in TAB: A REQUIRED COMMON ELEMENTS  
Please Check ALL Boxes as either YES or NO**

CHECK ONE		DISCIPLINE
YES	NO	
		<b>1 Architectural Services TAB: B</b>
		1.1 Building Commissioning Services
		1.2 Urban Planning and Design
		<b>2 Engineering Services (If YES, then Choose YES for at Least One Sub-discipline) TAB: C</b>
		2.1 Civil
		2.2 Electrical
		2.3 Structural
		2.4 Transportation
		2.5 Mechanical (e.g. HVAC, pumps, plumbing, etc.)
		2.6 Environmental Engineering & Water Resources (e.g. stormwater, potable water, reuse water, wastewater, raw water, conveyance, supply, transmission, treatment, storage, etc.)
		2.7 Coastal and Marine Engineering
		2.8 Building Commissioning Services
		<b>3 Landscape Architectural Services (If YES, then Choose YES for at Least One Sub-discipline) TAB: D</b>
		3.1 Design
		3.2 Planning
		3.3 Studies
		<b>4 Surveying / Mapping Services TAB: E</b>

**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES \_\_\_ NO \_\_\_**

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

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

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

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

\_\_\_\_\_

(Printed Name)

(Title)

X \_\_\_\_\_

(Signature)

(Date)



## ACKNOWLEDGEMENT OF BUSINESS TYPE

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

**BUSINESS ADDRESS of BIDDER:**

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

\_\_\_\_\_  
Address

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**SIGNATURE OF BIDDER**

If an Individual: \_\_\_\_\_  
Signature Print Name

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_  
Partner Signature Print Name

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature Print Name

Sign and Date Form: Certification:  
*Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature	Print Name
Title	Date

**LIST OF SUBCONTRACTORS**

The undersigned states the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and such list will not be added to nor altered without written consent of the owner through the Engineer.

<b>Subcontractor Name and Address</b>	<b>Class of Work to be Performed</b>
1. _____ _____ _____	_____ _____ _____
2. _____ _____ _____	_____ _____ _____
3. _____ _____ _____	_____ _____ _____
4. _____ _____ _____	_____ _____ _____
5. _____ _____ _____	_____ _____ _____
6. _____ _____ _____	_____ _____ _____
7. _____ _____ _____	_____ _____ _____
8. _____ _____ _____	_____ _____ _____
9. _____ _____ _____	_____ _____ _____

**Submitting Vendor Name:** \_\_\_\_\_

**Authorized Bidder's Signature:** \_\_\_\_\_

**MATERIALS & SUPPLIERS**

The Bidder is required to state below, material and suppliers he proposes to utilize on this project. No change will be allowed after submittal of Bid. Any substitute material proposed must be listed below and must be approved by Engineer, Bidder shall furnish the manufacturer named and the specifications. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

**MATERIAL**

**SUPPLIER**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____

**Submitting Vendor Name:** \_\_\_\_\_

**Authorized Bidder's Signature:** \_\_\_\_\_



**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.

**City of Naples, FL.  
RFQ No. 24-001  
PROFESSIONAL SERVICES LIBRARIES, PER COMPETITIVE  
CONSULTANTS NEGOTIATION ACT (CCNA) - RFQ**

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SELECTION PROCESS AND CRITERIA	
INCURRING COSTS	
FIRM RANKING AND SELECTION	

**CITY OF NAPLES, FL**  
**RFQ NO. 24-001**  
**PROFESSIONAL SERVICES LIBRARIES, PER COMPETITIVE**  
**CONSULTANTS NEGOTIATION ACT (CCNA) – RFQ**  
**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. INTRODUCTION**

The City of Naples (the “City”) is seeking qualification statements from professional service providers/consultants for the purpose of establishing continuous contracts with one or more firms that the City can use on an as-needed basis, in accordance with the terms, conditions and specifications contained in this solicitation and in accordance with the Consultant’s Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). It is the intent of the City to have multiple firms under the various CCNA Professional Services disciplines pre-qualified in order to provide specialized services and expertise from the highest and best evaluated firms needed for City projects. The services provided will result in quality libraries or pools of consultants that will be available to all City departments. This will be a multi-award RFQ’s to create a Library of Consultants by the issuance of (CSC) Continuing Services Contracts.

No minimum amount of professional services or compensation will be assured to the firm or firms that are awarded and the City shall preserve its option to retain other architectural, engineering and professional service firms or to perform work “in-house” for any particular project or assignment at its sole discretion. Prior to any work assignments being made, based on mutual discussions between the City and the firm, the firm shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assigned by the City shall be in writing. The firm shall perform no work under the contract without written authorization. The firm shall not be compensated for any work performed without written authorization.

The City reserves the right to order such services from selected firms as may be required during said period but does not guarantee any minimum or maximum services to be ordered during the period specified from any given firm. Task Order assignments shall be at the sole discretion of the City.

**B. BACKGROUND**

The City of Naples is soliciting qualified firms under these four CCNA disciplines applicable to Professional Services to provide services for various City projects. These services will supplement an array of professional in-house staff as to and to augment City of Naples (City) staff in areas where additional expertise is needed or where workloads will not permit timely accomplishment of budgeted projects. Services may include, however are not limited to, specifications, designs/plans, and design criteria packages. Typical projects may be small and/or large projects, and include, but not be limited to, utility matters (Water/Sewer/Drainage), building additions and/or renovations, stand-alone restroom facilities at park sites, roadway type construction and

modifications, and other vertical construction needs. Consultants shall provide all necessary labor, materials, equipment, reports and expertise required to provide the Services. The City, on an as needed basis, will periodically issue work orders for specific projects and assignments to the retained Consultant(s).

The Consultant can expect to provide services, including but not limited to the tasks identified herein, which shall collectively be referred to as the "Services": Professional Services shall include:

1. General Architectural Services. Engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting and engineering, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of City lands, buildings, facilities, utilities, and roads, the administration of City services, and the planning, design and/or construction supervision and administration for one or any of the City's various projects, which may include, without limitation, transportation facilities, public buildings, City utilities including water, sewer, electric, gas, drainage, and City lands, parks, facilities and open spaces.
2. General Civil & Engineering Services
  - Environmental Engineering Services
  - Civil Engineering. Services Roadway, streetscape, sidewalks, public works inspections, parking lots, parking spaces and intersection design, capital improvement plan, feasibility and engineering studies, stormwater facility, design and management, specifications preparation, cost estimating; canal maintenance and design, engineering construction management and inspections, geotechnical services, resiliency services and other miscellaneous professional services that the City may require.
  - Electrical Engineering Services
  - Geotechnical Services & Materials Testing
  - Structural Engineering Services
  - Hydro-Geological & Marine Engineering Services. Coastal/Waterways engineering, construction, regulatory permitting, marine environmental, ecosystem restoration, regional sand management, and other miscellaneous professional services that the City may require.
  - Roadway and Traffic Engineering Services. Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, Roadways/Transportation planning and design, bicycle and pedestrian paths design and integrated mobility options; traffic calming; collection of traffic counts and reports; signal timing analysis and warrant studies; signs and pavement markings and other miscellaneous professional services that the City may require.
  - Treatment Plant Process Engineering Services
3. Landscape Architecture Services. Landscape, hardscape, and irrigation design;



park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities with the City's residential and commercial districts and other miscellaneous professional services that the City may require.

#### 4. Land Surveying/Mapping Services

### **C. PROJECT MANAGEMENT**

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

### **D. SCOPE OF WORK**

This (RFQ) Request For Qualifications is for the creation of a Library of Pre-Qualified Professional Services firms in accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA). A City Manager appointed evaluation committee will competitively select and pre-qualify firms in the four CCNA disciplines including:

- Architectural Services (including sub-discipline menu of: Building Commissioning Services and Urban Planning and Design)
- Engineering Services (including sub-disciplines menu of: Civil, Electrical, Structural, Transportation, Mechanical, Environmental Engineering & Water Resources, Coastal and Marine Engineering and Building Commissioning Services)
- Landscape Architectural Services (including sub-disciplines menu of: Design, Planning and Studies)
- Surveying / Mapping Services

As projects arise and are funded, City Departments will have the ability to choose and negotiate specific Task Orders for Scope of Services and Basis of Compensation from the Library of Consultants (Library) for their specific project. Selection of firms chosen by a Letters of Interest from the Library will be in direct accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act. Proof of insurance from all proposers is required at the time of issuance and award of a (CSC) Continuing Services Contract and must be maintained throughout the contract period.

Proposers may submit qualifications under one or as many disciplines (or sub-disciplines) as applicable to their firm's expertise as indication in each disciplines' area "Interest Matrix." Firm should submit what disciplines/sub-disciplines they provide in-house at the time of their submittal. It is acceptable for a firm to submit qualifications for only one sub-discipline under a discipline Category. Additionally, firms may submit responses that include sub-consultants in their proposed teams. The sub-consultants shall be identified in the firm's response; however, in the event the City includes the firm in their response, and the firm decides to utilize a different sub-consultant, the firm must disclose this information to the City's authorized representative. The City's

representative must approve the utilization of any newly requested sub-consultant. Firms are permitted to submit responses as a Prime and may also be listed as a sub-consultant on another firm's proposal.

Firms must demonstrate staff experience in the implementation of projects funded through various fund & grant program(s), including knowledge of submittal requirements for Florida Department of Environmental Protection (FDEP) review. As several projects will be funded through, including but not limited to, the SRF loan process, the selected firm will be expected to assist the City with loan disbursement requests and ensuring compliance with current rules of FDEP SRF (Davis-Bacon, etc.). In addition, the selected firm will be required to have knowledge and experience in federal and state funding programs.

1. GENERAL SCOPE OF WORK applies to all disciplines:

- Project planning/Master planning. Peer review of capital project plans and specifications.
- Design and Preparation of engineering plans, specifications, and contract documents.
- Site investigation and evaluation
- Inspections
- Engineering and feasibility reports
- Permits preparation and review (State/Local/Federal)
- Grant application management & implementation of grant projects
- Bid writing services, Bid/award, and evaluations.
- Schedules & Report preparation
- Post Design Services (professional services during construction), including, but not limited to:
  - Meetings
  - Construction assistance, administration & inspection
  - Construction cost estimates
  - Plans revisions and change orders reviews
  - Shop drawing review
  - Preparation of construction bid documents and bid analysis.
  - As-built drawings review
  - Construction observation and final certification.
  - Certification of proposed requests for payments.
  - Attendance and participation at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups.
  - Complete construction, engineering and inspection (CEI) services as identified.
- Roadway and pavement design
- Stormwater design, studies and master planning
- Vertical structure design
- Traffic, safety and warrant studies
- Marine structure design & studies
- Materials Testing & Evaluation Services

- Environmental site assessments
- Topographical and boundary surveys
- Landscape and irrigation design
- Flood Plain Planning & Management Activities
- Provide Opinion letters of probable cost.

2. ENGINEER/ARCHITECT OF RECORD REQUIREMENTS, RESPONSIBILITIES & PROCESSES. Includes but not limited to:

a. Requirements

The Engineer/Architect of Record for all projects shall be a Professional Engineer (P.E.) or Architect registered in the State of Florida who has submitted a Letter of Intent to City of Naples (City) designating said Engineer/Architect as the authorized representative of the Owner/Developer.

b. General Responsibilities

CITY encourages the Engineer/Architect of Record to schedule a pre-design meeting with CITY prior to the initial submittal for Approval to Construct.

The Engineer/Architect of Record shall be responsible for the final design and construction of the project and the submittal of all required documents.

- All judgment decisions affecting the design or altering the design will be the responsibility of the Engineer/Architect of Record.
- The quality of the project shall be the responsibility of the Engineer/Architect to prove.
- The Engineer/Architect of Record must obtain any permit required to work within State rights of way prior to the start of construction.
- The Engineer/Architect of Record shall monitor the progress and construction of the project to assure quality and to minimize 'punch list' items as the project nears completion.
- The Engineer/Architect of Record will be responsible for addressing any and all 'punch list' items and will ensure that all required work is completed.

c. Detailed Responsibilities

The Engineer/Architect of Record or his designated representative shall also be responsible for:

- Performing Calculations ensuring any new connections do not adversely affect any existing CITY infrastructure.
  - Calculations shall be based on the criteria set forth in the project and must be approved by CITY prior to granting permission to construct.
- Obtaining all applicable permits necessary to construct the proposed infrastructure.
- Scheduling of a pre-construction conference a minimum of one week in advance of any construction unless otherwise approved by CITY .
- Attending all:
  - Pre-Construction Conferences,

- Pressure Tests,
- Lift Station Start-ups,
- Pre-Final Walk-thru and
- Final Inspections
- Any other occurrences that may be deemed necessary by CITY .
- Submitting Record Drawings and other necessary documents.

d. Preliminary Design Documents

The preliminary design phase includes schematic design which shall consist of base mapping, conceptual design of building and site layout, provision of options, preliminary cost estimate, identification of any outside jurisdiction permitting requirements, and other tasks as recommended by the proposer. The consultant must perform an adequate field investigation to confirm existing conditions and review available studies provided by the City.

e. Schematic Design

The consultant shall hold an in-person workshop with the Department and other major stakeholders to discuss space needs, site layout, circulation, and other relevant information for the preparation of the schematic design. The schematic design shall address the following specific items. At least three (3) options for City consideration shall be prepared.

- Architectural Style/Theme – a proposed style/theme for interior and exterior design and accompanying color scheme shall be provided and possible locations for public art component.
- Building size (footprint, massing, height, orientation, etc.), including options for easily enlarging or reducing the scale.
- Program uses, including schematic layouts as identified by the City and as validated by the consultant.
- Preliminary layout for outside uses, space as identified by the City and as validated by the consultant.
- Preliminary LEED checklists for verification of meeting LEED gold level.
- Preliminary cost estimate for each option with all necessary contingencies.
- Preliminary project schedule, with both design and construction timeframes. Schedule shall be prepared in Gantt chart format using Microsoft Project software or equivalent.
- Energy usage analysis, and possible location for required backup generators.

At this stage, the City will determine authorizing the following Optional Services:

- Completion of documentation to register this project with the Florida Green Building Coalition for intent to pursue the project.

Deliverable: A technical memorandum outlining provision of options shall be prepared for the City's consideration. Each schematic design option shall include the eight items

listed above, along with other support information outlining pros and cons for each option. A draft deliverable in PDF and Word format shall be prepared, and a minimum 3-week turnaround time for City staff to review shall be allotted. Final deliverable shall be in PDF and Word format.

f. City Council Presentation

Consultant shall prepare all materials including a PowerPoint with speaking notes for City staff to present. Consultant shall attend the City Council Meeting to support in responding to Council questions. Following the Council Meeting, the consultant will evaluate input obtained from the meeting and consider feasibility of incorporation into the final design.

g. Design Development

Upon completion of the preliminary design, City will select an option to proceed with design development. Comments by City staff during preliminary design shall be incorporated by the consultant.

Consultants shall be the Engineer/Architect of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the City's special provisions for the project. The consultant shall obtain approval for all permits as needed for temporary structures, as well as construction and demolition and shall either obtain or prepare required permits ready for the contractor's use during construction.

All work is to comply with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Interior design services are to be included within the design development phase. The consultant will finalize space allocation and make recommendations for all furnishings (interior and exterior), finishes, color selection, lighting, casework, etc. to constitute complete fire station and training center buildings. Equipment that is built into a wall or ceiling (such as projection equipment, embedded video display screens, etc.) are to be specified in the construction documents.

h. Plans and Specifications

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price.

Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2020 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Building Division, and other stakeholders will also be consultant responsibility.

All submittals shall include digital copies (PDF and native format) of all documents including plans, specifications, cost estimates, LEED checklists verifying meeting LEED Gold level target, and project schedule updates in Gantt chart format utilizing Microsoft Project software.

Independent plan check, constructability review, and bid-ability reviews must be conducted at the 60% and 100% submittal stages. Consultant is responsible for incorporation of the external review comments into the design package, along with other comments received from the City. The consultant will be responsible for preparing for and leading the page-turn meetings before each submittal and lead various design review meetings with the department(s) after each design submittal stage. The consultant will also be responsible to attend progress or coordination meetings as necessary to facilitate a complete design.

- 30% Submittal: Submit electronic PDF files to the City for review. Submittal must include information with respect to interior design services, including layout of proposed furniture, equipment storage, layout of circulation equipment, etc.
  - 30% plans: The plan set should be detailed enough to indicate all necessary program components, including but not limited to: temporary facilities and circulation during construction; demolition, annex buildings, relocation of apparatus; electrical, mechanical, utilities, roof systems, foundations, site layouts and access.
  - Preliminary reports and/or technical memoranda, including geotechnical investigation, and hazardous materials investigation.
  - Cut sheets for equipment/appurtenances and furnishings/fixtures.
  - Material samples for large scale items such as flooring, roofing, tiling, etc.
  - Brief memorandum of determination of project's needs including preparation of initial study or recommendation(s) for Notice of Exemption, as appropriate.
  - Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
  - Project schedule update.
  - 30% construction cost estimate.
  - Brief memorandum of determination if the project's construction activities are within the Construction General Permit. Include project type and risk level.
  - Table of Contents list for technical specifications.
  - Exhibit of potential art locations to coordinate the public art design.
  - Documentation of early coordination with utilities to limit delays to the project's overall schedule due to utilities long response times. Utilities coordination may include, but not be limited to service upgrades, disconnection, and start service coordination.
  
- 60% Submittal: All major issues have been resolved prior to this stage and solutions represented in the plan documents. The intent of this submittal is to

provide plans and project documents in sufficient detail to allow for a thorough and complete review. Submit electronic PDF files to the City for review.

- 60% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
- 60% specifications:
  - Technical specifications shall be in CSI format.
  - Special Provisions, with recommended changes in track changes format. The Special Provisions shall also include the following:
    - Bid Schedule
    - Bid item descriptions and measurement and payment provisions.
    - A list of minimum required submittals during construction
    - Interior design work (millwork, finishes, color selection, etc.)
    - List of information available to Bidders, with disclaimer
    - A table listing all inspections (including any special inspections and materials testing) and associated responsibility.
    - A table list of materials requiring warranties, and associated warranty periods.
- Project schedule update.
- 60% construction cost estimate in the form of the bid schedule.
- Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
  - Any Exemption documentation, suitable for filing at the County Recorder's Office or other documents as appropriate.
  - Responses to the City's review comments on the 30% submittal in the same form the comments were provided in, along with return of mark-ups.
  - All application forms, calculations, reports, and other information as necessary to submit for a City Building permit. The consultant shall allow for a three-week review period for Building Permit review. The consultant is required to attend a pre-application meeting prior to formal submission of the Building Permit application.
- 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal and necessary permits must be obtained during this state of the project. Submit electronic PDF files to the City for review.
  - 100% plans
    - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date, and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

“The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional architect with expertise and experience in the appropriate fields of engineering equal to or greater than the Architect of Record, and that appropriate corrections have been made.”
  - 100% specifications
    - Reviewed bid instructions and completed Special Provisions
    - Finalized technical specifications.
  - Project schedule update.

- 100% construction cost estimate.
- Responses to the City's review comments on the 60% submittal in the same form the comments were provided in, along with return of mark-ups.
- Other supporting documentation as necessary
- All utility permits and others have been obtained.

i. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal, and incorporation of all Building Division comments. Must contain the following as a minimum unless otherwise instructed in writing.

Submit digital format (PDF and native format) of each of the documents listed below:

- Full-sized plans (24" x 36"), stamped and signed on each sheet by the Engineer/Architect of Record and by discipline.
- Digital copy of the specifications.
  - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- Final project schedule update.
- Final construction cost estimate.

j. Bidding Services

Consultant will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Procurement Officer.

If addenda to bid documents are extensive and are as a result of consultant's work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.

k. Construction Support Services

The City's hired construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

The following is a minimum list of services and submittals required but not limited to:

- Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- Attend the pre-construction meeting.
- Attend all periodic construction progress meetings.
- Architect and responsible Engineers of Record shall periodically visit the project site at intervals appropriate to the stage of construction to observe the actual construction of the project.
- Prepare field reports within one week after each site visit and provide to the City.
- Participate in the final inspection and development of punch lists.



- Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
- For projects with a building permit, the consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes comply with the applicable codes. Coordination with the Building Department may be necessary.
- Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- Review proposed substitutions, if any, for conformance to plans and technical specifications.
- Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- Prepare As-Built Record Drawings based upon red-lines provided by the contractor and field reviews. All changes shall be indicated in red and clouded. All plan sheets shall be stamped with red “As-Built Record Drawings” stamp. The stamp shall include Architect of Record Company Name, name of Architect of Record, and date of the As-Built. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
- Participate in the “Retrospective Meeting” with all parties at the end of the project.

**GENERAL ARCHITECTURAL SERVICES TAB B: (Section 1.0): Maximum 40 pages (one sided)**

**Definition of Architectural Services:**

“Architecture” means the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts. (Florida - 481.203(6) - Statutes)

“Interior design” means designs, consultations, studies, drawings, specifications, and administration of design construction contracts relating to nonstructural interior elements of a building or structure. “Interior design” includes, but is not limited to, reflected ceiling plans, space planning, furnishings, and the fabrication of nonstructural elements within and surrounding interior spaces of buildings. “Interior design” specifically excludes the design of or the responsibility for architectural and engineering work, except for specification of fixtures and their location within interior spaces. As used in this subsection, “architectural and engineering interior construction relating to the building systems” includes, but is not limited to, construction of structural, mechanical, plumbing, heating, air-conditioning, ventilating, electrical, or vertical transportation systems, or construction which materially affects life safety systems pertaining to fire safety protection such as fire-rated separations between interior spaces, fire-rated vertical

shafts in multistory structures, fire-rated protection of structural elements, smoke evacuation and compartmentalization, emergency ingress or egress systems, and emergency alarm systems. (Florida - 481.203 - Statutes)

“Space planning” means the analysis, programming, or design of spatial requirements, including preliminary space layouts and final planning. (Florida - 481.203 - Statutes)

Requires architectural expertise in planning, designing, permitting, bidding and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the Florida Building Code and the United States Corps of Engineers.

## **RELATED SUB-DISCIPLINES**

- **BUILDING COMMISSIONING SERVICES – (Section 1.1)** Activities shall include but not be limited to:

A process that verifies and documents that the selected building systems have been designed, installed, and function according to the owner's project requirements and construction documents, and to minimum building code-requirements.

- **URBAN PLANNING AND DESIGN – (Section 1.2)** Activities shall include but not be limited to:

Requires engineering, architectural or landscape architectural expertise in high level vision, including but not limited to, conceptual design, programming, and integration of the Downtown Mobility Study into the existing and anticipated land use framework, planning, designing, permitting, bidding and construction administration phases of service for various Urban Design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, one urban designer, registered with the American Planning Association, and at least one professional architect, registered with the Florida State Board of Professional Architects and Interior Design or at least one professional Landscape Architect, registered with the Florida State Board of Landscape Architecture, having training and experience in the area of Urban Design.

The work is defined as city planning and urban design of neighborhoods with an emphasis on new urbanism principles and the public process. Services include the design of master plans, housing prototypes and regulations that emphasize human

scale, historic context, public open spaces and the pedestrian realm for neighborhoods in the City of Naples and also have the capabilities to perform grant writing for FEMA, and the State of Florida. Includes but not limited to:

- Provide design of commercial buildings and structures
- Design Services (Conceptual Design, Design Development, Construction Documents)
- Plan Review
- Consultation
- Architectural Standards & Design Codes
- Project planning
- Provide preliminary studies
- Provide drawings and specifications,
- Provide site inspections
- Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups
- Certification of proposed requests for payments
- Attend meetings with City staff and presentations to City Council
- Attend meetings with City staff and presentations to City Council
- Collection of data
- Community Outreach and Visioning
- Community Redevelopment Planning
- Comprehensive Plans and Evaluation and Appraisal Reports
- Construction Management Services
- Corridor Planning
- Cost estimates and economic analysis
- Downtown Master Planning Bidding Assistance
- Engineering and economic feasibility reports and studies
- Feasibility studies
- GIS Mapping and 3-D Animation
- Housing studies including affordability studies and Consolidated Plans
- Inspections and evaluations
- Planning studies for operational facilities
- Surveys
- Urban design plans/concept diagrams
- Zoning and Land Development Regulations with an emphasis on Form Based Codes
- Other Miscellaneous professional services that the City may require.

**GENERAL ENGINEERING SERVICES - TAB C: (Section 2.0) Engineering Services - Maximum 50 pages (onesided)**

**Definition of Engineering Services:**

“Engineering” includes the term “professional engineering” and means any service or

creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services. (Florida 471.005 - Statutes)

## **RELATED SUB-DISCIPLINES**

- **CIVIL ENGINEERING (SECTION 2.1)**

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area. Includes but not limited to:

### **GENERAL UTILITY ENGINEERING:**

- Project Management and Design
- Capital Improvements Planning and Implementation
- Feasibility and Engineering Studies
- Contract Administration
- Construction Phase Services; CEI inspection with at least one FDOT certified inspector
- Plat/Site Plan Reviews
- Public Works Inspections
- Water mains
- Gravity sewer
- Sewage force mains
- Pump stations.

### **SURFACE WATER MANAGEMENT; including but not limited to:**

- Storm water systems and drainage.

### **ROADWAY AND MISCELLANEOUS CIVIL ENGINEERING IMPROVEMENTS:**

including but not limited to:

- Major and Minor Roadway Design
- Intersection Improvements
- Roadway Resurfacing Design

- Pedestrian Sidewalk/Multi-Use Trail Design
- Traffic Signal Design
- Traffic Operations Studies
- Traffic Calming Design
- Construction Engineering Inspection/Administration
- Report writing including monitoring reports and preparation of certifications and other documentation required by the permits.
- Design and permitting of dredge/fill activities and wetland mitigation improvements.
- Inspection of dredge and fill and/or wetland mitigation activities.
- Support in preparing CITY Resolutions pertaining to various disciplines.
- Identification and coordination of environmental maintenance activities at Parks.
- Preparation of miscellaneous Environmental Audits and/or engineering due diligence investigations.
- Represent the CITY in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.
- Represent the CITY in matters involving or relating to private development interests pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.

- **ELECTRICAL ENGINEERING (SECTION 2.2)**

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Electrical Systems.

**GENERAL MUNICIPAL BUILDING ELECTRICAL ENGINEERING INCLUDING BUT NOT LIMITED TO:**

- New building design.
- Existing building evaluation and modifications.
- Stand-by power systems for buildings, wastewater pumping stations and various City facilities.
- Wastewater pumping stations.
- Roadway and parking lot lighting design.
- Power planning and interfacing with FPL/LCEC.

- **STRUCTURAL ENGINEERING (SECTION 2.3)**

Requires engineering expertise in planning, designing, permitting, bidding and

construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Structural Systems. Includes but not limited to:

- Perform structural analysis/evaluation/inspection.
- Perform structural design.
- Design and review of structural plans
- Provide structural Analysis of CITY facilities including bridges.
- Prepare structural plans and specifications for CITY facilities, including bridges.
- Other miscellaneous professional services that the CITY may require.

- **TRANSPORTATION ENGINEERING (SECTION 2.4)**

Requires engineering expertise in complete streets design, transportation engineering, traffic engineering, roadway geometry, design exceptions, lane elimination, grading and drainage improvements, lighting photometric design, streetscapes, bicycle design, bicycle signalization, signing and pavement markings, signalization projects, value engineering, permitting, bidding and construction administration services in connection with Transportation Engineering as well as knowledge of current rules and regulations of local, state and federal agencies, including the Department of Environmental protection Agency, South Florida Water Management District, the Collier County Engineering, and the Florida Department of Transportation. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in traffic engineering. Includes but not limited to:

- Roadways/Transportation Planning and Design
- Traffic Studies, Engineering and Analysis
- Road Structural Studies, Engineering and Analysis
- Landscape, Hardscape, and Irrigation Design

Firms submitting must have the following FDOT certifications:

- PD&E Studies
- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 7.1 Signal, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization
- 8.1 Control Surveying
- 8.2 Design, Right of Way and Construction Survey
- 8.4 Right of Way Mapping
- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection

- 15.0 Landscape Architect

- **MECHANICAL ENGINEERING - (SECTION 2.5)**

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with mechanical system analysis, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Mechanical Systems.

- **ENVIRONMENTAL ENGINEERING & WATER RESOURCES - (SECTION 2.6)**

Requires engineering expertise in planning, design, permitting, bidding, and construction administration services in connection as well as knowledge of current rules and regulations of local, state and federal agencies protecting the environment, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area.

**GEOTECHNICAL SERVICES:** Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work. Includes but not limited to:

- Perform soil exploration and sampling
- Perform field and onsite soil and material testing
- Prepare geotechnical reports
- Soil boring (deep and shallow)
- Soil sampling
- Site investigations, testing, and classification
- Subsurface exploration, boring logs
- Pavement and foundation design
- Road subgrade stabilization recommendations
- Utility trench excavation, dewatering and backfill requirements
- Slope stability analysis and stabilization recommendations Other miscellaneous professional services

**HYDRO-GEOLOGICAL:** Includes but not limited to:

- Water well design and construction services.
- Hydrogeological studies and modeling.
- Water use permitting.
- Hydrologic fields studies and related monitoring activities.

- Surface Water Treatment

STORMWATER & DRAINAGE ENGINEERING: Includes but not limited to:

- Stormwater System Modeling, Planning and Design
- Canal bank structural Analysis and Design
- Secondary Drainage Studies, Engineering and Analysis and Design
- Environmental Engineering and Permitting
- Other miscellaneous professional services

TREATMENT PLANT PROCESS ENGINEERING SERVICES. Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with wastewater treatment as well as knowledge of current rules and regulations of local, state and federal agencies protecting the environment, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency and the United States Corps of Engineers. The firm must employ at least one professional engineer who is registered with the Florida State Board of Professional Engineers and who has at least five years of training or experience in the area of Wastewater Treatment. Includes but not limited to:

- Water and wastewater treatment design including:
  - Plant unit process and operation design, rehabilitation, and repair.
  - Electrical engineering of power requirements including stand-by power and power planning and interfacing with LCEC.
  - Instrumentation and Controls engineering.
  - Structural engineering.
  - Water and wastewater treatment plant permitting.
  - Post-design and construction services.
- Environmental contamination assessment and remediation.

- **COASTAL AND MARINE ENGINEERING - (SECTION 2.7)**

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with Waterfront Facilities, including docks, seawalls, dredging activities and permitting as well as knowledge of current rules and regulations of local, state and federal agencies, including the Department of Environmental protection Agency and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

- **BUILDING COMMMISSIONING SERVICES - (SECTION 2.8)**

A process that verifies and documents that the selected building systems have been designed, installed, and function according to the owner's project requirements and construction documents, and to minimum building code-requirements.



## **LANDSCAPE ARCHITECTURAL SERVICES TAB D – (SECTION 3.0) MAXIMUM 30 PAGES (ONE SIDED).**

### **Definition of Landscape Architectural Services:**

“Landscape architecture” means professional services, provided by a Landscape Architect registered/licensed in the State of Florida, including, but not limited to, the following: (a) Consultation, investigation, research, planning, design, preparation of drawings, specifications, contract documents and reports, responsible construction supervision, or landscape management in connection with the planning and development of land and incidental water areas, including the use of Florida-friendly landscaping as defined in s. 373.185, where, and to the extent that, the dominant purpose of such services or creative works is the preservation, conservation, enhancement, or determination of proper land uses, natural land features, ground cover and plantings, or naturalistic and aesthetic values; (b) The determination of settings, grounds, and approaches for and the siting of buildings and structures, outdoor areas, or other improvements; (c) The setting of grades, shaping and contouring of land and water forms, determination of drainage, and provision for storm drainage and irrigation systems where such systems are necessary to the purposes outlined herein; and (d) The design of such tangible objects and features as are necessary to the purpose outlined herein. (Florida 481.303 Statutes)

### **LANDSCAPE ARCHITECTURE SERVICES – (SECTION 3.0)**

Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work. Includes but not limited to:

- Landscape design for parks, medians, CITY entrance ways, and around public properties
- Research and site inventory
- Master planning
- Irrigation system master planning and design
- Plan Review
- Inspection
- Consultation
- Design Services (Conceptual Design, Design Development, Construction Documents)
- Landscape Standards and Design Codes
- Other miscellaneous landscape services that the CITY may require.

### **RELATED SUB-DISCIPLINES**

- **DESIGN - (Section 3.1)**

- **PLANNING - (Section 3.2)**
- **STUDIES - (Section 3.3)**

**SURVEYING / MAPPING SERVICES TAB E: (SECTION 4.0) - MAXIMUM 30 PAGES (ONE SIDED)**

**DEFINITION OF SURVEYING / MAPPING SERVICES:**

“Surveyor and mapper” includes the term “professional surveyor and mapper” and means a person who is registered to engage in the practice of surveying and mapping under ss. 472.001-472.037. For the purposes of this statute, a surveyor and mapper means a person who determines and displays the facts of size, shape, topography, tidal datum planes, legal or geodetic location or relation, and orientation of improved or unimproved real property through direct measurement or from certifiable measurement through accepted photogrammetric procedures. (Florida 472.005 Statutes)

LAND SURVEYING SERVICES: Includes but not limited to:

- Property description, evaluation and interpretation
- Writing, evaluation, and interpretation of legal descriptions
- Prepare site plans/surveys.
- Site information and characteristics
- Verification of title reports
- Property legal descriptions and division of existing parcels
- Boundary Surveys
- Site topographic surveys.

GIS SERVICES: Includes but not limited to:

- Develop the City-wide GIS system plan.
- Consultation
- Perform a needs analysis to identify existing capacity and system needs.
- Provide as-needed services to update and maintain the system.
- Other miscellaneous professional services that the CITY may require.

**E. LICENSES AND PERMITS**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold all the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. Copy of the current year’s Occupational Business tax receipt licenses from the bidding vendor to operate and perform requested services within Collier County, Florida, must be submitted with the bid.

2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

#### **F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS**

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed subcontractors and material suppliers intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

#### **G. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. Invoices for progress payments may be submitted to the city monthly (every 30 days) for work completed.
2. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

#### **H. MINIMUM QUALIFICATIONS**

The Contractor must be licensed with a minimum of five (5) years of experience in CCNA Professional Services Only responsible Contractors, who have knowledge of and experience in all types of CCNA Professional Services Libraries, will be considered for

award of this RFP.

## I. SELECTION PROCESS

### 1. SOLICITATION SCHEDULE:

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

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of October 16, 2023
Non-mandatory Pre-Proposal Meeting	Week of October 30, 2023
RFP Due Date	December 7, 2023
Evaluation Committee Meeting	Week of December 18, 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. PROPOSAL FORMAT

The contract, if awarded, will be awarded on the RFP submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFP SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon five (6) value categories totaling up to 100 points. Upon review of the RFP, the committee MAY schedule presentations.

### 4. 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 City Manager appointed evaluation committee will competitively select and pre-qualify firms in the four CCNA disciplines. The four CCNA disciplines are:

- **Tab B : Architectural Services**
- **Tab C : Engineering Services**
- **Tab D : Landscape Architectural Services**
- **Tab E : Surveying / Mapping Services**

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.

The City may hold interviews with the firms prior to final ranking. The City's intention is to enter into negotiations with the top ranked firm based on the City's schedule. Should negotiations fail with the top ranked team, the City will enter into discussions with the second ranked team, and so on, until an acceptable agreement has been reached between the City and the selected individual or firm.

The City may choose to interview the highest ranked firms before a final ranking is established. Interviews may occur, either in person or by phone. An interview may include a presentation by the firm to stated written questions by the Committee followed by questions and answers by the section committee. Team members of firms responding to this solicitation should prepare time during these dates to attend an interview in Naples, FL. In response to this solicitation, please indicate whether or not your firm can send assigned team representatives to interview during this time.

**5. 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:

<b>SCORING CRITERIA PER SECTION</b>	<b>MAXIMUM POINTS</b>
TAB A: Cover Letter and Required Forms (REQUIRED COMMON ELEMENTS, ALL PROPOSALS)	<b>15</b>
Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience	<b>30</b>
Discipline Staff Credentials, Lead Staff Project Management Experience and Background	<b>30</b>
References Letters: Three (3) Completed and Returned with Qualifications	<b>10</b>
Firm's Location, Availability and Responsiveness	<b>10</b>
Certified (MBE) Minority Business Enterprise Status	<b>5</b>
<b>TOTAL</b>	<b>100</b>

**6. SUBMITTAL REQUIREMENTS, FORMAT & SEQUENCE:**

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. Provide these requirements as specified.

- 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 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.
- **PAGE SIZE & ORIENTATION** Use 8 ½ x 11-inch 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 and indicated as such. 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).
- **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 Procurement & Contracts Manager, their proposal may be rejected.
- Please use the below **TAB** format for your proposal. Proposals should be concise and clear. All proposals should be presented as described in the RFQ with **TAB's** clearly marked. Each section should be clearly labeled, with pages numbered and separated by the appropriate tab(s). Failure by a proposer to include all required items may result in the rejection of the proposal.

**TAB A: – COVER LETTER & FORMS: REQUIRED COMMON ELEMENTS - ALL PROPOSALS (MAXIMUM PAGES 50 (ONE SIDED))**

The City is interested in receiving qualified proposals. It is a submission requirement that the **Tab A** format in the following indexes be followed for all submissions. As Tab A, please include Required Common Elements below for any submission regardless of the disciplines also being submitted. Qualified vendors interested in providing CCNA Professional Services Libraries described in this request are invited to submit a proposal. Submittals shall address the

evaluation criteria.

Firms only need to submit a single Required Common Elements **(TAB A)** and at least **one (1) other Tab(s)** for the discipline(s) (and related sub-discipline(s) if applicable) for which they would like to be considered. To create a fair evaluation of proposals, all proposals must conform to these guidelines set forth in this RFQ. Any proposal that contains variances may be considered non-responsive.

- a) Provide an **Executive Summary**, a maximum two (2) pages outlining why the City should select your firm/team. Identify who will be the local point of contact including their email address. Identify the who will be the point of contact for contract purposes including their email address. Identify the Principle Project Manager and in which office they are located. Include general information about your project governance and strategic management.
- b) **ITEMS FOR BASELINE ELIGIBILITY** - Include all Mandatory Form information from the Submission Check List in Page / Form order including any applicable licenses / certifications.
- c) **FIRM'S ORGANIZATIONAL STRUCTURE** - Provide the firm's organizational structure, date founded, number and location of offices, and total number of professional staff. Define the Firm's resourcing, including management, technical, and support staff. Provide how the firm manages workload and ability to deliver projects on time and within budget. Provide a description of the internal QA/QC processes followed on all projects.
- d) **TERMINATIONS** - List any Federal, State or local government agency or other similar type of public or quasi-public agency with whom a relationship has been terminated in the past three years. Describe in detail the reasons for the termination of any such relationships. If none, state none.
- e) **INVESTIGATIONS** - List any recently started, ongoing, or completed investigation, adverse determination, settlement agreement, indictment or information involving the firm, or a member of the firm, and the US Internal Revenue Service, the Department of the Treasury, the Securities and Exchange Commission, Department of Justice, State or local criminal prosecutorial agency or any other Federal, State, or local agency and whether any tax exempt bond issue for which you were bond counsel, bond co- counsel, or tax counsel, has been determined to be taxable by the US Internal Revenue Service (whether such finding is preliminary or final).
- f) **DISCIPLINE(S) FOR CONSIDERATION** – Using the Interest Matrix below, check the discipline(s) and sub-discipline(s) for which your firm

would like to be considered and include this complete and signed matrix in this Section 8. Check either the **YES** box if interested or **NO** box if not interested for each discipline. Select all boxes with either a YES or NO designation.

**TAB B: SECTION 1.0 ARCHITECTURAL SERVICES: MAXIMUM 40 PAGES TOTAL FOR THIS SECTION (ONE SIDED)**

**SELECTION CRITERIA**

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected.

The criteria below will be used by the Evaluation Committee for scoring and selection of the vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

<b>TAB B- ARCHITECTURAL SERVICES SCORING CRITERIA Tab B is limited to 40 pages (one sided).</b>	<b>MAXIMUM POINTS</b>
<b>TAB A:</b> Cover Letter and Forms	<b>15</b>
<b>Tab B.1:</b> Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience	<b>30</b>
<b>TAB B.2:</b> Discipline Staff Credentials, Lead Staff Project Management Experience and Background	<b>30</b>
<b>TAB B.3:</b> References Letters: Three (3) Completed Forms and Returned with Qualifications	<b>10</b>
<b>TAB B.4:</b> Firm's Location, Availability and Responsiveness	<b>10</b>
<b>TAB B.5:</b> Certified (MBE) Minority Business Enterprise Status	<b>5</b>
<b>MAX TOTAL POINTS</b>	<b>100</b>

**1) TAB A: COVER LETTER & FORMS FORMAT**

- a. How well did the proposal follow response format requirements?
- b. The proposal meets all the mandatory requirements.
- c. The proposal addresses everything requested.

**MAXIMUM POINTS - 15**

**2) TAB B.1: Firm's Credentials And Recent Examples.** Provide recent examples of experience in this discipline area and all sub-discipline(s) Selected. Include all Certifications, Current State & Local Licensing, and Permitting Experience

Please describe the project experience that the proposed team has been



directly involved with and indicate the adequate depth and abilities of the firm, from which it can draw upon as needed. Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with the variety of project types that may be anticipated during the term of the contract.

List no more than 6 projects that best illustrate the experience of the firm and current staff to be assigned to this contract, within the coastal southwest. (List no projects whose construction was completed more than 10 years prior to RFQ advertisement.) Specify the following:

- Name and location of the project
- The nature of the firm's responsibility on the project
- Project owner representative's name, address and phone number
- Date project was completed or is anticipated to be completed.
- Contract value
- Work for which the staff was responsible.
- Description of how the project applied to the qualification and tasks outlined in this Section, lessons learned, and/or applicability to City projects.

#### **MAXIMUM POINTS - 30**

### **3) TAB B.2: Discipline Staff Credentials, Lead Staff Project Management Experience And Background**

- a. For each key staff member identified in the organization chart, provide a summary of relevant experience and qualifications. Include relevant continuing professional education of the specific staff to be assigned to this contract. All key staff and sub-consultant(s) to be assigned to this work are subject to approval by the City. Replacement and/or alternate personnel must have equivalent education and qualification experience with the individuals whom they replace. Resumes of key personnel to be assigned to this work, including replacement key personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval.
- b. Demonstration of key personnel expertise in the above-mentioned disciplines and sub-disciplines.
- c. Detailed resumés should be submitted. The overview should identify the individual experience on similar projects and their availability to support this project. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s). The synopsis of their individual experience should contain the following:

- Name and title
- Proposed job assignment for this RFQ
- How many years with the current firm
- How many years of total relevant experience related to the qualifications and tasks listed in this Section.
- List of projects, with project description and tasks performed, which are relevant to the qualifications and tasks listed in Section. Provide the following information for each project:
  - > Initial design/construction duration vs Final design/construction duration
  - > Estimated initial construction cost vs Final construction cost.
  - > Explanation of time and/or cost overruns and lessons learned.
  - > Total change order cost, if applicable.
  - > Claims on the project, if applicable.
- Education and training
- Active Registrations and certifications
- Job responsibilities on other projects and anticipated availability percentage for the next 12 months on this project.

**MAXIMUM POINTS - 30**

**4) TAB B.3: References Letters - Three (3) Completed on City of Naples Reference Questionnaire Form And Returned With Qualifications**

- a. Reference letters to be submitted by the referring company on City provided form, dated, and signed.
- b. Reference letters must include POC contact information to include e-mail address.

**MAXIMUM POINTS - 10**

**5) TAB B.4: Firm's Location, Availability And Responsiveness**

- a. List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- b. Demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.
- c. Indicate how the quality of staff will be established and maintained over the terms of the Contract.

**MAXIMUM POINTS - 10**

- 6) TAB B.5: Certified (MBE) Minority Business Enterprise Status**
  - a. Indicate whether the firm is a certified firm by the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise. Submit these Certified (MBE) Minority Business Enterprise Status forms.
  - b. Indicate whether the firm is partnered with any Minority/Small/Women-Owned Business Enterprise. Submit the Certified (MBE) Minority Business Enterprise Status forms for the partner.

**MAXIMUM POINTS - 5**

**TAB C: SECTION 2.0 ENGINEERING SERVICES: MAXIMUM 50 PAGES TOTAL FOR THIS SECTION (ONE SIDED)**

**SELECTION CRITERIA**

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. **Tab C is limited to 50 pages (one sided)** including any information provided for selected sub disciplines.

The criteria below will be used by the Evaluation Committee for scoring and selection of the vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

<b>TAB C Engineering Services SELECTION CRITERIA Maximum 50 pages (one sided)</b>	<b>MAXIMUM POINTS</b>
<b>TAB A:</b> Cover Letter and Forms	<b>15</b>
<b>Tab C.1:</b> Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience	<b>30</b>
<b>TAB C.2:</b> Discipline Staff Credentials, Lead Staff Project Management Experience and Background	<b>30</b>
<b>TAB C.3:</b> References Letters: Three (3) Completed and Returned with Qualifications	<b>10</b>
<b>TAB C.4:</b> Firm's Location, Availability and Responsiveness	<b>10</b>
<b>TAB C.5:</b> Certified (MBE) Minority Business Enterprise Status	<b>5</b>
<b>MAX TOTAL POINTS</b>	<b>100</b>

- 1) TAB A: COVER LETTER & FORMS FORMAT**
  - a. How well did the proposal follow response format requirements?
  - b. The proposal meets all the mandatory requirements.
  - c. The proposal addresses everything requested.

**MAXIMUM POINTS - 15**

**2) TAB C.1: Firm's Credentials And Recent Examples.** Provide recent examples of experience in this discipline area and all sub-discipline(s) Selected. Include all Certifications, Current State & Local Licensing, and Permitting Experience

Please describe the project experience that the proposed team has been directly involved with and indicate the adequate depth and abilities of the firm, from which it can draw upon as needed. Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with the variety of project types that may be anticipated during the term of the contract.

List no more than 10 projects that best illustrate the experience of the firm and current staff to be assigned to this contract, within the coastal southwest. (List no projects whose construction was completed more than 10 years prior to RFQ advertisement.) Specify the following:

- Name and location of the project
- The nature of the firm's responsibility on the project
- Project owner representative's name, address and phone number
- Date project was completed or is anticipated to be completed
- Contract value
- Work for which the staff was responsible
- Description of how the project applied to the qualification and tasks outlined in this Section, lessons learned, and/or applicability to City projects.

**MAXIMUM POINTS - 30**

**3) TAB C.2: Discipline Staff Credentials, Lead Staff Project Management Experience And Background**

- a. For each key staff member identified in the organization chart, provide a summary of relevant experience and qualifications. Include relevant continuing professional education of the specific staff to be assigned to this contract. All key staff and sub-consultant(s) to be assigned to this work are subject to approval by the City. Replacement and/or alternate personnel must have equivalent education and qualification experience with the individuals whom they replace. Resumes of key personnel to be assigned to this work, including replacement key personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval.
- b. Demonstration of key personnel expertise in the above-mentioned disciplines and sub-disciplines.

- c. Detailed resumés should be submitted. The overview should identify the individual experience on similar projects and their availability to support this project. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s). The synopsis of their individual experience should contain the following:
- Name and title
  - Proposed job assignment for this RFQ
  - How many years with the current firm
  - How many years of total relevant experience related to the qualifications and tasks listed in this Section.
  - List of projects, with project description and tasks performed, which are relevant to the qualifications and tasks listed in Section. Provide the following information for each project:
    - Initial design/construction duration vs Final design/construction duration
    - Estimated initial construction cost vs Final construction cost.
    - Explanation of time and/or cost overruns and lessons learned.
    - Total change order cost, if applicable.
    - Claims on the project, if applicable.
  - Education and training
  - Active Registrations and certifications
  - Job responsibilities on other projects and anticipated availability percentage for the next 12 months on this project.

#### **MAXIMUM POINTS - 30**

- 4) TAB C.3: References Letters - Three (3) Completed on City of Naples Reference Questionnaire Form And Returned With Qualifications**
- a. Reference letters to be submitted by the referring company on City provided form, dated, and signed.
  - b. Reference letters must include POC contact information to include e-mail address.

#### **MAXIMUM POINTS - 10**

- 5) TAB C.4: Firm's Location, Availability And Responsiveness**

- a. List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- b. Demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.
- c. Indicate how the quality of staff will be established and maintained over the terms of the Contract.

**MAXIMUM POINTS - 10**

**6) TAB C.5: Certified (MBE) Minority Business Enterprise Status**

- a. Indicate whether the firm is a certified firm by the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise. Submit these Certified (MBE) Minority Business Enterprise Status forms.
- b. Indicate whether the firm is partnered with any Minority/Small/Women-Owned Business Enterprise. Submit the Certified (MBE) Minority Business Enterprise Status forms for the partner.

**MAXIMUM POINTS - 5**

**TAB D: SECTION 3.0 LANDSCAPE ARCHITECTURAL SERVICES MAXIMUM 50 PAGES TOTAL FOR THIS SECTION (ONE SIDED)**

**SELECTION CRITERIA**

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. Tab D is limited to 30 pages (one sided).

The criteria below will be used by the Evaluation Committee for scoring and selection of vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

<b>CRITERIA TAB D</b>	<b>MAXIMUM POINTS</b>
<b>TAB A:</b> Cover Letter and Forms	<b>15</b>
<b>TAB D.1:</b> Firm's Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience	<b>30</b>
<b>TAB D.2:</b> Discipline Staff Credentials, Lead Staff Project Management Experience and Background	<b>30</b>
<b>TAB D.3:</b> References Letters: Three (3) Completed and Returned with Qualifications	<b>10</b>
<b>TAB D.4:</b> Firm's Location, Availability and Responsiveness	<b>10</b>
<b>TAB D.5:</b> Certified (MBE) Minority Business Enterprise Status	<b>5</b>
<b>MAX TOTAL POINTS</b>	<b>100</b>

**1) TAB A: COVER LETTER & FORMS FORMAT**

- a. How well did the proposal follow response format requirements?
- b. The proposal meets all the mandatory requirements.
- c. The proposal addresses everything requested.

**MAXIMUM POINTS - 15**

**2) TAB D.1: Firm's Credentials And Recent Examples.** Provide recent examples of experience in this discipline area and all sub-discipline(s) Selected. Include all Certifications, Current State & Local Licensing, and Permitting Experience

Please describe the project experience that the proposed team has been directly involved with and indicate the adequate depth and abilities of the firm, from which it can draw upon as needed. Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with the variety of project types that may be anticipated during the term of the contract.

List no more than 10 projects that best illustrate the experience of the firm and current staff to be assigned to this contract, within the coastal southwest. (List no projects whose construction was completed more than 10 years prior to RFQ advertisement.) Specify the following:

- Name and location of the project
- The nature of the firm's responsibility on the project
- Project owner representative's name, address and phone number
- Date project was completed or is anticipated to be completed
- Contract value
- Work for which the staff was responsible
- Description of how the project applied to the qualification and tasks outlined in this Section, lessons learned, and/or applicability to municipal projects.

**MAXIMUM POINTS - 30**

**3) TAB D.2: Discipline Staff Credentials, Lead Staff Project Management Experience And Background**

- a. For each key staff member identified in the organization chart, provide a summary of relevant experience and qualifications. Include relevant continuing professional education of the specific staff to be assigned to this contract. All key staff and sub-consultant(s) to be assigned to this work are subject to approval by the City. Replacement and/or alternate personnel must have equivalent education and qualification experience

with the individuals whom they replace. Resumes of key personnel to be assigned to this work, including replacement key personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval.

- b. Demonstration of key personnel expertise in the above-mentioned disciplines and sub-disciplines.
- c. Detailed resumés should be submitted. The overview should identify the individual experience on similar projects and their availability to support this project. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s). The synopsis of their individual experience should contain the following:
  - Name and title
  - Proposed job assignment for this RFQ
  - How many years with the current firm
  - How many years of total relevant experience related to the qualifications and tasks listed in this Section.
  - List of projects, with project description and tasks performed, which are relevant to the qualifications and tasks listed in Section. Provide the following information for each project:
    - > Initial design/construction duration vs Final design/construction duration
    - > Estimated initial construction cost vs Final construction cost.
    - > Explanation of time and/or cost overruns and lessons learned.
    - > Total change order cost, if applicable.
    - > Claims on the project, if applicable.
  - Education and training
  - Active Registrations and certifications
  - Job responsibilities on other projects and anticipated availability percentage for the next 12 months on this project.

#### **MAXIMUM POINTS - 30**

#### **4) TAB D.3: References Letters - Three (3) Completed on City of Naples Reference Questionnaire Form And Returned With Qualifications**

- a. Reference letters to be submitted by the referring company on City



- provided form, dated, and signed.
- b. Reference letters must include POC contact information to include e-mail address.

**MAXIMUM POINTS - 10**

**5) TAB D.4: Firm’s Location, Availability And Responsiveness**

- a. List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- b. Demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.
- c. Indicate how the quality of staff will be established and maintained over the terms of the Contract.

**MAXIMUM POINTS - 10**

**6) TAB D.5: Certified (MBE) Minority Business Enterprise Status**

- a. Indicate whether the firm is a certified firm by the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise. Submit these Certified (MBE) Minority Business Enterprise Status forms.
- b. Indicate whether the firm is partnered with any Minority/Small/Women-Owned Business Enterprise. Submit the Certified (MBE) Minority Business Enterprise Status forms for the partner.

**MAXIMUM POINTS - 5**

**TAB E: Section 4.0 SURVEYING / MAPPING SERVICES - MAXIMUM 50 PAGES TOTAL FOR THIS SECTION (ONE SIDED)**

**Selection Criteria**

Any proposal that does not meet the Minimum Qualifications as stated in the above section will be rejected. Tab E is limited to 30 pages (one sided) including any information provided for selected sub disciplines. The criteria below will be used by the Evaluation Committee for scoring and selection of vendors for this discipline. The criteria will have a maximum point score as stated and are not necessarily listed in order of importance.

<b>CRITERIA TAB E</b>	<b>MAXIMUM POINTS</b>
<b>TAB A:</b> Cover Letter and Forms	<b>15</b>
<b>TAB E.1:</b> Firm’s Credentials and Recent Examples of Experience in this Discipline Area and all Sub-Discipline selected including Certifications, Current State Licensing, and Permitting Experience	<b>30</b>

<b>TAB E.2: Discipline Staff Credentials, Lead Staff Project Management Experience and Background</b>	<b>30</b>
<b>TAB E.3: References Letters: Three (3) Completed and Returned with Qualifications</b>	<b>10</b>
<b>TAB E.4: Firm's Location, Availability and Responsiveness</b>	<b>10</b>
<b>TAB E.5: Certified (MBE) Minority Business Enterprise Status</b>	<b>5</b>
<b>MAX TOTAL POINTS</b>	<b>100</b>

**1) TAB A: COVER LETTER & FORMS FORMAT**

- a. How well did the proposal follow response format requirements?
- b. The proposal meets all the mandatory requirements.
- c. The proposal addresses everything requested.

**MAXIMUM POINTS - 15**

**2) TAB E.1: Firm's Credentials And Recent Examples.** Provide recent examples of experience in this discipline area and all sub-discipline(s) Selected. Include all Certifications, Current State & Local Licensing, and Permitting Experience

Please describe the project experience that the proposed team has been directly involved with and indicate the adequate depth and abilities of the firm, from which it can draw upon as needed. Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with the variety of project types that may be anticipated during the term of the contract.

List no more than 10 projects that best illustrate the experience of the firm and current staff to be assigned to this contract, within the coastal southwest. (List no projects whose construction was completed more than 10 years prior to RFQ advertisement.) Specify the following:

- Name and location of the project
- The nature of the firm's responsibility on the project
- Project owner representative's name, address and phone number
- Date project was completed or is anticipated to be completed
- Contract value
- Work for which the staff was responsible
- Description of how the project applied to the qualification and tasks outlined in this Section, lessons learned, and/or applicability to City projects.

**MAXIMUM POINTS - 30**

### 3) TAB E.2: Discipline Staff Credentials, Lead Staff Project Management Experience And Background

- a. For each key staff member identified in the organization chart, provide a summary of relevant experience and qualifications. Include relevant continuing professional education of the specific staff to be assigned to this contract. All key staff and sub-consultant(s) to be assigned to this work are subject to approval by the City. Replacement and/or alternate personnel must have equivalent education and qualification experience with the individuals whom they replace. Resumes of key personnel to be assigned to this work, including replacement key personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval.
- b. Demonstration of key personnel expertise in the above-mentioned disciplines and sub-disciplines.
- c. Detailed resumés should be submitted. The overview should identify the individual experience on similar projects and their availability to support this project. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s). The synopsis of their individual experience should contain the following:
  - Name and title
  - Proposed job assignment for this RFQ
  - How many years with the current firm
  - How many years of total relevant experience related to the qualifications and tasks listed in this Section.
  - List of projects, with project description and tasks performed, which are relevant to the qualifications and tasks listed in Section. Provide the following information for each project:
    - > Initial design/construction duration vs Final design/construction duration
    - > Estimated initial construction cost vs Final construction cost.
    - > Explanation of time and/or cost overruns and lessons learned.
    - > Total change order cost, if applicable.
    - > Claims on the project, if applicable.
  - Education and training
  - Active Registrations and certifications

- Job responsibilities on other projects and anticipated availability percentage for the next 12 months on this project.

**MAXIMUM POINTS - 30**

- 4) TAB E.3: References Letters - Three (3) Completed on City of Naples Reference Questionnaire Form And Returned With Qualifications**
- a. Reference letters to be submitted by the referring company on City provided form, dated, and signed.
  - b. Reference letters must include POC contact information to include e-mail address.

**MAXIMUM POINTS - 10**

- 5) TAB E.4: Firm's Location, Availability And Responsiveness**
- a. List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (m miles) and time (in hours) to City Hall.
  - b. Demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.
  - c. Indicate how the quality of staff will be established and maintained over the terms of the Contract.

**MAXIMUM POINTS - 10**

- 6) TAB E.5: Certified (MBE) Minority Business Enterprise Status**
- a. Indicate whether the firm is a certified firm by the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise. Submit these Certified (MBE) Minority Business Enterprise Status forms.
  - b. Indicate whether the firm is partnered with any Minority/Small/Women-Owned Business Enterprise. Submit the Certified (MBE) Minority Business Enterprise Status forms for the partner.

**MAXIMUM POINTS – 5**

**J. INCURRING COSTS**

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

**K. FIRM RANKING AND SELECTION**

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm(s) for CCNA Professional Services Libraries. Should contract negotiations fail with the top ranked firm(s), 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 firms. The final contract will then be forwarded to the City Council for approval.

Competitive Negotiations: Staff will then formalize a Scope of Services for each discipline and sub-disciplines and negotiate a fee with the top ranked firms. If a fair and reasonable fee cannot be achieved with any of the high ranked firms, then Staff will proceed to the next top ranked firm(s). This process will continue until each discipline has been assigned a Library of Consultants as determined by the City of Naples.

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