

REQUEST FOR QUALIFICATION

CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

Cover Sheet

NOTIFICATION DATE:

06/05/17

8th Street Corridor Design &

Engineering Services

SOLICITATION NUMBER:

OPENING DATE & TIME:

17-027

06/30/2017 2:00 PM

1

PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION:
Non-mandatory Pre-Bid Meeting held June 15, 2017; 10:00 AM local time; Streets & Stormwater Conference Room 295 Riverside Circle - Naples FL 34102

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:				
MAILING ADDRESS:				
CITY-STATE-ZIP:				
PH:	EMAIL:			
FX:	WEB ADDRESS:			
AUTHORIZED SIGNATURE DATE	PRINTED NAME/TITLE			
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer 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 proposer.				
FEI/EIN Number				
Please initial b I acknowledge receipt/ revie Addendum #1Addendum #2				

PLEASE NOTE THE FOLLOWING

- > This page <u>must be completed and returned</u> with your proposal.
- > Proposals must be <u>submitted in a sealed envelope</u>, <u>marked with solicitation number & opening date.</u>
- > 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.
- > Evaluation scores will be available on the City of Naples web site www.naplesgov.com. If you do not have computer access and want a copy of the evaluation scores, please enclose a stamped, self-addressed envelope with your proposal.

GENERAL CONDITIONS

- TO INSURE 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. 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.
- **3. 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.
- **4. 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.
- **5. 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 Policy 7-4 for up to three years.
- **6. PRICES, TERMS and PAYMENT**: Firm Prices shall be 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.

- **7. 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.
- 8. 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.
- **9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.
- 10. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-973 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."
- **11. 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, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.
- **12. 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.)
- **13. 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.
- **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, 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.

- **PROPOSAL PROTEST:** The city has formal proposal protest procedures that are available on request.
- **16. 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
- **17. 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.
- **18. 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.
- **19. 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.
- **20. 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.
- **21. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- **22. 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.
- **23. 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.
- **24. PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- **25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a

proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any 26. person, firm or corporation that is in arrears to the government of Collier County, Florida.
- OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

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

- **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.
- 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.
- **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.
- **RENEWAL**: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
- ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.
- 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

- 34. 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.
- 35. **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.

- **36. 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.
- **37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statues, Ordinances, and rules and regulations of any kind.
- **38. 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.
- **39. 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.
- 40. 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.
- **41. 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.
- **42. 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.
- **43. 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.

- **44. 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.
- 45. 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.
- **46. 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.
- **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.
- **48. 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.
- **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.
- **SOLUREMENTS 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.

- **51. 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.
- **52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 53. 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.
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "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.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the solicitation number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

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

Solicitation #	and Description:	_
We, the undersigne reason(s):	decline to proposal on the above project for the follows	ing
deadline Our Compan Our current services.	e to respond to this Request for Qualifications by the specification does not offer this product or service. Work schedule will not permit us to perform the require incomplete or information is unclear below).	
Other (Please sp	cify below)	
Company Name		
PH	Email	
Name and Title of in	ividual completing this form:	
(Printed Name)	(Title)	
(Signature)	(Date)	

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY OF NAPLES REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME:	
TELEPHONE: _	
CONTACT E-MAIL A	ADDRESS:
COMPANY NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT E-MAIL A	ADDRESS:
COMPANY NAME: _	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
CONTACT E-MAIL A	ADDRESS:
Submitting Vendor Name	

PROFESSIONAL SERVICES SPECIAL CONDITIONS

Under Consultants Competitive Negotiation Act; Chapter 287, Florida Statutes

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project. The Notice-To-Proceed will not be initiated until the Contractor has been selected and placed under contract. It is the intent of the City to issue a Notice to Proceed to the selected firm prior to September 30, 2017. Services to be rendered by the CONTRACTOR shall must be completed by the contract dates specified within the Notice of Proceed.

B. PROHIBITION OF CONTACT

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

C. REFERENCES

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

D. STATEMENT OF NO PROPOSAL

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

E. PROPOSAL FORMAT

The contract, if awarded, will be awarded on the RFQ submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFQ SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon six value categories totaling up to 100 points. Upon review of the RFQ, the committee MAY schedule presentations. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

G. QUESTIONS

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

Direct all questions to: Gerald "Jed" Secory, MBA / CPPO / CPM **Purchasing and Contracts Manager**

City of Naples, Purchasing Division 735 8th Street South Naples, Florida 34102

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

Jsecory@naplesgov.com

SUBMISSION CHECKLIST

Proposers should check off each of the following items as completed and submit with proposal response:

CHECKLIST ELEMENTS	INCLUDED
Submit one (1) original signature and FIVE (5) copies of your original bid proposal / document AND a Windows© compatible PDF of the original document on a CD or Flash / Thumb Drive that is clearly labeled.	
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 solicitation including information for proposal evaluation.	
Examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet</u> , <u>References Sheet</u> , <u>Submission Checklist Sheet</u> , and signed IRS <u>W-9</u> (Dec 2014) Form.	
Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any addenda initialed.	
Proposal document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: City of Naples Purchasing Division 735 8 th Street South Naples, Florida 34102	
The mailing envelope should be sealed and marked with: Number: 17-027 Title: 8th Street Corridor Design & Engineering Services Opening Date: 6/30/2017	

ALL COURIER DELIVERED SOLICITATIONS MUST HAVE THE SOLICITATION NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting	Vendor Name:		

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.

W-9 FORM MUST BE COMPLETED AND RETURNED WITH BID

Fillable Form can also be downloaded at

https://www.irs.gov/pub/irs-pdf/fw9.pdf

Form (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	_											
		Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.										
page 2.	2	Business name/disregarded entity name, if different from above										
Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate						Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type	-	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.		above	- for	Exemption from FATCA reporting						
rin	lг	Other (see instructions)			- 1	(Applies to accounts maintained outside the U.S.)						
Fic P	5	Address (number, street, and apt. or suite no.)	Danisa							outside	the U.S.)	
eci	-	the seek (turned), street, and upt. or suite 110.)	Request	ers na	me an	a addre	ess (or	otiona	11)			
ß	6 (City, state, and ZIP code										
See		sky) skills, and En Gode										
	7 l	ist account number(s) here (optional)										
_	-											
Par		Taxpayer Identification Number (TIN)										
Enter	you	TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid	Socia	secu	rity nuı	nber					
reside	p w nt a	thholding. For individuals, this is generally your social security number (SSN). However, folien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	ora [T					
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>				-		-						
TIN or	n pa	ge 3.		or		_		,				
				yer id	r identification number							
guidel	ines	on whose number to enter.	Ī	T	7		T					
			-									
Part	: 11	Certification										
Under	pen	alties of perjury, I certify that:										
1. The	nui	mber shown on this form is my correct taxpayer identification number (or I am waiting for a	a numbe	r to b	e issu	ed to i	ne); a	ınd				
Ser	vice	t subject to backup withholding because: (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest o er subject to backup withholding; and	I have r r divide	ot bee	en no r (c) th	tified b ne IRS	y the has r	Inte otifi	rnal ed n	Reve	enue at I am	
3. I an	nal	J.S. citizen or other U.S. person (defined below); and										
4. The	FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	is corre	ct.								
Certifi becaus interes genera instruc	cati se ye t pa lly, p	on instructions. You must cross out item 2 above if you have been notified by the IRS that but have failed to report all interest and dividends on your tax return. For real estate transactid, acquisition or abandonment of secured property, cancellation of debt, contributions to be payments other than interest and dividends, you are not required to sign the certification, it is on page 3.	at you ar ctions, it	e curr em 2	does	not ap	ply. F	or m	ortg	gage	and	
Sign Here		Signature of U.S. person ▶ Date	e >									

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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?* on page 2 for further information.

Form **W-9** (Rev. 12-2014)

Page **2**

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

Form W-9 (Rev. 12-2014)

• 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 Publication 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 28% 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 Part II instructions on page 3 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
- 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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
- $4-\!\mbox{A}$ 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
- $7\!-\!\text{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- 9-An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broke
- 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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.
- ${f 3.}$ 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), 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:			
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'			
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²			
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee'			
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner'			
Sole proprietorship or disregarded entity owned by an individual	The owner ³			
6. 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:			
Disregarded entity not owned by an individual	The owner			
8. A valid trust, estate, or pension trust	Legal entity⁴			
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation			
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization			
11. Partnership or multi-member LLC	The partnership			
12. A broker or registered nominee	The broker or nominee			
13. 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			
14. 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			

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.

- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
- *Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov 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.

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

City of Naples FL **REQUEST FOR QUALIFICATIONS**

8th Street Corridor Design & Engineering Services

Design, Engineering, Permitting, Construction Engineering Inspection & Associated Tasks
Under Consultants Competitive Negotiation Act; Chapter 287, Florida Statutes

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ATTACHMENTS 29

Exhibit A - CRA District Map

Exhibit B – Blue Zone Council Resolution

Exhibit C - Complete Streets Council Resolution

Additional Source Document Links

- 2014 Redevelopment Plan 2014 Redevelopment Plan_201504131133469644.pdf
- December 16, 2016 CRA Meeting http://naples.granicus.com/GeneratedAgendaViewer.php?view_id=14&clip_id=2804

8th Street Corridor Design & Engineering Services

PROJECT REQUIREMENTS AND SPECIFICATIONS

PURPOSE OF REQUEST

The purpose of this RFQ is to contract with a firm to provide design services related to improvements in the City of Naples, Florida at the following locations:

- A. 8th Street corridor from 7th Avenue North to 5th Avenue South;
- B. 3rd Avenue South from 8th Street to US41 in conjunction with previously approved conceptual plans

This Request for Qualification (RFQ) has been developed to solicit information from consulting engineering firms (or teams of firms) proven to be qualified and experienced in civil, roadway, transportation engineering, water and sewer utilities, stormwater management, landscape architecture, including street scape design and construction supervision.

BACKGROUND

The City of Naples Community Redevelopment Agency (CRA) was created in 1994 by City Resolutions 94-7098 and 94-7099. The boundaries of the CRA are shown on the CRA District Map (Refer to Exhibit A for area map). On January 15, 2014 City Council adopted Resolution 14-13401 approving a modified Redevelopment Plan and extending the CRA through the end of FY2044. The improvements along 8th Street and 3rd Avenue South identified above are included in the 2014 modified plan and recommended for action within the first 10 years. The approved FY2016-17 budget of the CRA appropriates \$250,000 for design of these improvements. The five-year Capital Improvement Plan (CIP) allocates \$2,000,000 to construct 8th Street improvements in FY2017-18 and the CRA Board tentatively approved including the 3rd Avenue South improvements and increasing the budget to \$3,000,000 on April 19, 2017. Final approval is anticipated in September 2017 when the final budget is presented.

In 2016 improvements to Central Avenue from 8th Street to Goodlette-Frank Road were completed. These improvements included construction of roundabout intersections at 8th Street and 10th Street. Also in 2016, Naples City Council approved a conceptual design for the 3rd Avenue South corridor from 10th Street to 6th Street. This conceptual design included construction of roundabouts at the 8th and 10th Street intersections, consistent with the roundabouts constructed on Central Avenue. The approved 3rd Avenue South concept also included implementation of bicycle lanes, traffic calming devices such as curb extensions or "bulb outs" (providing more additional landscape area and shorter pedestrian crossings), and landscape medians at intersections in the residential

area (providing a safe refuge for pedestrians). It is anticipated that construction on 3rd Avenue South from 9th Street to 10th Street, and including the roundabout at 10th Street, will commence in 2017.

The concept approved for the 3rd Avenue South corridor is consistent with the aforementioned improvements designed and constructed on Central Avenue from 8th Street to Goodlette-Frank Road, and the public policy of City Council expressed in Resolutions 14-13549 (Exhibit B - Blue Zones - a community based approach to transform the environment to improve the emotional, physical, and social health of the community) and 15-13719 (Exhibit C - Complete Streets - a flexible, context sensitive, multi-modal approach that implements safe and convenient access for transportation users of all ages and disabilities, including pedestrians, bicyclists, transit riders, and motor vehicle drivers). It is expected that the firm selected as a result of the RFQ will apply these policies in fulfilling any subsequent scope of work.

8th Street is a north - south collector road connecting from the north at 7th Avenue North, extending through the Downtown area and south of 5th Avenue South to the Crayton Cove area at 12th Avenue South where a roundabout intersection exists. The southern limit of this project area is 5th Avenue South and the northern limit is 7th Avenue North. In the project area, 8th Street South travels parallel to US41 (9th Street). The width of the right of way varies from 60 feet north of Central to 80 feet south of Central.

The average two-way volume (vehicles per day) is approximately 3,642 vpd and the maximum peak season two-way daily volume is measured at 5,391 vehicles in March of 2016. The peak hour, peak season count is estimated at 517 vph (March 2016). Vehicle counts over the past 22 years are provided on the City's Web site at https://www.naplesgov.com/streetsstormwater/page/quarterly-traffic-counts

8th Street Drainage System: The consultant will evaluate existing conditions and consult with Stormwater staff to evaluate the existing drainage system and design improvements that achieve or exceed the City's level of service standard which equates to no roadway flooding for a 5-year, 1-hour rainfall event (or 2.9inches of rainfall in an hour). Additionally, the consultant shall understand the water quality challenges for the basin's receiving water body and integrate water quality treatment processes to improve the quality stormwater draining from the City's right-of-way in to the storm sewer system and eventually discharging out to the receiving water body.

The City's Utilities Department has identified existing infrastructure within the project corridor that shall be evaluated for replacement or improvement. The consultant will evaluate the existing potable water and sanitary sewer systems and consult with Utilities staff to determine the required improvements.

PROJECT

- A. 8th Street Corridor Improvements: The vision is for an improved north south corridor from 7th Avenue North to 5th Avenue South consistent with the Naples brand, Complete Streets Policy, Blue Zones Initiative, Tree Ordinance, and Redevelopment Plan. A variety of land uses exist along the corridor (single and multi-family residential, mixed used, medical, educational, other commercial), along with vacant parcels for potential redevelopment. The transitions in use (north to south and east to west) that may occur along the corridor shall be taken into consideration in design. Improvements to 8th Street are anticipated to consist of improved streetscaping and landscaping, including installation of shade trees, sidewalk and intersection improvements, and re-striping. Bicycle facilities should be considered. Utilities improvements, including stormwater, will be evaluated. Conceptual design of a roundabout intersection at 8th Street and 3rd Avenue South has been approved by the community and is to be further evaluated up front in the design using traffic data and projections. If a roundabout is shown to operate and function efficiently and safely to the design year, then the roundabout at this location shall be incorporated into the design.
- B. 3rd Avenue South 8th Street to 9th Street Improvements: Final design of the approved conceptual design for 3rd Avenue South from 8th Street to US41. The conceptual design was approved on December 21, 2016. (Refer to Index hyper-link)

Items of concern or challenge along the 8th Street corridor include:

- Pedestrian safety and connectivity
- Bicycle safety and connectivity
- The variety of land uses along the corridor, including the transition from mixed use to multi-family or single family uses, and the location of 8th Street in relation to established Old Naples residential neighborhoods
- Street image
- Lane requirements and alignment
- Varying width of right of way
- Traffic signalization/movement at 8th Street and 5th Avenue South
- Commercial business access (curb cuts, driveways)
- Parking
- Landscaping and opportunities to increase the availability of shade when appropriate
- Streetscape, including street lighting
- Drainage/Stormwater

SCOPE OF WORK

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

Phase 1 – Conceptual / 30% Design

- 1. The major components of the conceptual design options shall include:
 - a. Communicate with stakeholders, including property owners along the corridor and interested neighborhood and business associations:
 - b. Lane call/dimensions with consideration to future traffic demands and level of service:
 - c. Access, including curb cuts and driveways, median openings, alleyway connections;
 - d. Pedestrian and bicycle facilities:
 - e. Street scape: parking orientation, number of parking spaces, landscaping, treescaping, lighting, amenities, etc.
 - f. Stormwater management system;
 - g. Public utility considerations (including but not limited to potable and reuse water, sewer, irrigation, etc.);
 - h. Recommendations for construction phasing to include the following phases (or make recommendation for alternate phasing plan):
 - i. Phase 1: 8th Street from 3rd Avenue South to 5th Avenue South, including the entire intersection at 3rd Avenue South and 8th Street, and 3rd Avenue South from 8th Street to 9th Street
 - ii. Phase 2: The remainder of the corridor from the 3rd Avenue South intersection to the south right of way at 7th Avenue North.
- 2. Prepare an engineer's cost opinion associated with the construction of the project.
- 3. Present to CRAAB and CRA/City Council.
- 4. Value Engineering Options: where cost is high or construction is difficult, the consultant should propose options for reducing cost, construction time, and construction challenges.

Phase 2 – 60% Design

- 1. Present the 60% design and specifications to the Community Redevelopment Agency Advisory Board (CRAAB) and CRA/City Council.
- 2. Based on direction from City Staff and CRA/City Council, prepare revisions to the 60% design prior to submittal to permitting agencies.
- 3. Prepare and present a 60% engineer's cost estimate.
- 4. Prepare and submit all required permits applications and secure permits by the 100% Design submittal.

Phase 3 – 90% Design

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

Phase 4 - 100% Design

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

Phase 5 - Bid Support

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

Phase 6 – Construction Engineering Inspection (CEI)

1. Provide inspection at a level of support to be determined as part of a supplemental amendment to the agreement.

PROCESS

- Responses to this RFP will be received no later than June 30, 2017.
- A selection committee will be appointed by the City Manager. selection committee will meet in the "sunshine" to discuss and rank the top firms in order of preference based on written proposals.
- The City may choose to interview the highest ranked firms before a final ranking is established.

The final ranking by the selection committee may be completed in Summer 2017. Staff will then formalize a scope and negotiate a fee with the top ranked firm. If a fair and reasonable fee can be achieved, staff may present a contract with the number one ranked firm to the City Council in August or September 2017.

The City intends close coordination with CRA/City Council and CRAAB at the 30%, 60%, and 100% design phases and will require the selected firm(s) to diligently prepare for meetings, clearly communicate at each meeting, and interactively work with City staff and CRA/City Council on options and ideas throughout the design process. The Naples CRA and City Council is comprised of extremely intelligent and experienced professionals who will ask highly educated questions. The City is seeking a design firm capable of enormous preparation for intense meetings. The design firm will be required to thoroughly address detailed questions with specific answers and referenced experiences.

The City expects substantial involvement by stakeholders, including but not limited to property owners along the corridor and interested neighborhood and business associations. The City is seeking a firm with experience in such communications, including providing notice and multiple opportunities for comment.

The City expects multiple reviews of plans, engineering cost estimates, vendor information, etc. This will occur at the 30%, 60% and 100% plan design stages. The project schedule must reflect time for City staff to review and provide comment prior to submittal to City Council.

The City expects the selected firm to assist from design throughout the publicly advertised construction bidding process, including responding to requests for information and making a recommendation for a construction contractor.

The City expects the qualified firm to also be experienced and qualified in DOT construction engineering inspection, although this scope of work may or may not be developed as a subsequent phase to this design/engineering/permitting process.

PROJECT TIMELINE

It is the intent of the City to issue a Notice to Proceed to the selected firm prior to September 30, 2017. Responses to this RFQ shall include a schedule (in sufficient detail) identifying the various components of this design. Include a discussion of the potential challenges and how you would propose to meet each challenge to insure construction can proceed ASAP.

PROPOSAL PREPARATION COST

Costs to prepare a response to this request and travel to for interviews, should they be required, shall be the full responsibility of the proposer.

REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS

Qualified firms interested in providing 8th Street Corridor Design & Engineering Services are invited to submit qualifications. Submittals shall address the evaluation criteria. Please use the below TAB format for your proposal. Proposals should be concise and clear.

TAB 1 - Cover Letter and Mandatory Form information

- Cover Letter Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility Include Mandatory Form information from the Submission Check List page (including signed cover sheet, IRS W-9

form, any applicable licenses / certifications not included elsewhere in the proposal.

TAB 2 - Qualifications & Experience of Firm & Sub-Firms (Maximum 10 pages)

- Demonstrate experience and qualifications of the firm on related projects, as well as any sub-firms, including MBE/WBE, on the project team. Experience should detail relevant experience in commercial road areas.
- Demonstrate specific knowledge of the firm's past project experiences that would include relationships with regulatory agencies, particularly FDOT and FDEP.
- Provide three (3) client references for similar public projects. Do not use the City of Naples as one of the three references; however, you may provide additional City of Naples references if you deem appropriate. Utilize the form on page 11.

TAB 3 - Qualifications & Experience of Person(s) Assigned to the Project (Maximum 6 pages)

- Provide a staff organization chart. Identify key individuals involved on this project, their affiliation and office location. Please indicate which individuals will attend the proposed interview.
- Provide a Team organization chart and identify where the project will be managed from (office locations) and where the various work components will be done (office locations).
- For each staff member identified in the organization chart, provide a brief overview of their relevant experience. Detail resumes can be provided in the "All Other Items" section below. The brief overview should identify the individual experience on similar projects and their availability to support this project.
- Provide three (3) client references for similar projects led by the proposed Project Manager and each major task leader completed within the past 5-years.

TAB 4 - Project Understanding and Approach (No page limit)

- Demonstrate understanding of the project's opportunities and challenges.
- Identify the potential project challenges and how you would recommend that each be addressed, particularly with private property owners along the corridor.
- Provide your firm's approach to managing and conducting the 30%, 60%, and 100% CRA/City Council and CRAAB reviews and discussions.
- Identify the permits that will be required to be submitted and how would you propose to proceed to insure that permits are obtained quickly.

TAB 5 - Schedule for Completion (Maximum 5 pages)

Provide detail schedule. Provide a proposed Milestone Schedule that illustrates the total project time to complete this project. For these purposes assume the schedule to begin on October 1, 2017 and continue through the Notice to Proceed for construction.

TAB 6 - Minority Business Qualification (No page limit)

- Provide copy of MBE/WBE certificate(s), if any.
- List MBE/WBE certificates for any anticipated sub-contractors

TAB 7 - Specified Supplement Information (No page limit)

- Items included in this tab should be supplement information for items included in TABs 2 through 6.
- Location of firm(s) and team members in proximity to Naples
- Provide detail (up to two pages) of resumes of key team members.
- Any other information deemed important to the proposer to demonstrate capabilities to meet this project opportunities.
- Any other item indented in RFQ to be submitted or you believe should be submitted to demonstrate the firm's (or team's) qualifications.

EVALUATION COMMITTEE

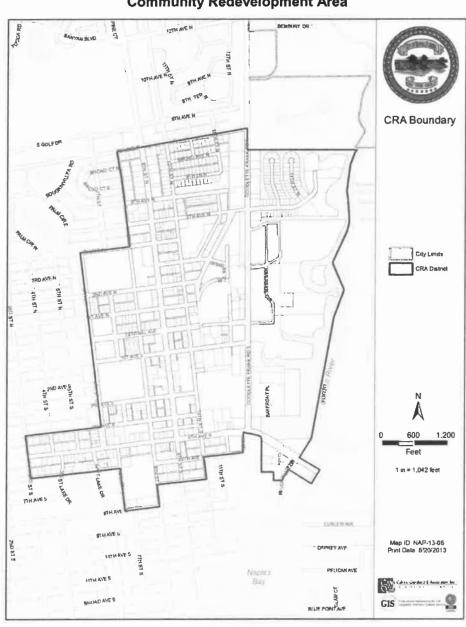
The City Manager will appoint an evaluation committee to review and evaluate the firms using criteria discussed in the scope of work. The City, at its sole discretion, may contact the references and/or visit one or more of the sites of the projects listed in response to this solicitation as a part of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

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.

CONSULTANT SELECTION CRITERIA

Any proposal that does not meet the Minimum Qualifications as stated in the above TAB 1 will be rejected. The criteria below are not necessarily listed in order of importance. Qualifications will be evaluated on the following criteria: (100 points possible)

Evaluation Criteria	Maximum Points
Qualifications & Experience of Firm & Sub-Firms	30 Points
Qualifications & Experience of Person(s) Assigned to the Project	20 Points
Project Understanding and Approach	30 points
Schedule for Completion	12 points
Minority Business Qualification	3 points
Specified Supplement Information	5 Points



Map 1-1
Community Redevelopment Area

Agenda Item 15 Meeting of 11/5/14

RESOLUTION 14-13549

A RESOLUTION PROCLAIMING SUPPORT FOR THE BLUE ZONES PROJECT, A COMMUNITY-WIDE WELL-BEING IMPROVEMENT INITIATIVE IN NAPLES AND COLLIER COUNTY; DIRECTING THE CITY MANAGER TO COLLABORATE IN THE COMMUNITY ASSESSMENT PROCESS AND REPORT THE ACTION REQUIRED OF THE CITY OF NAPLES TO BECOME A BLUE ZONE COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the NCH Healthcare System, in cooperation with the Naples community, is launching a major initiative, known as the Blue Zones Project, that uses scientific research to help communities boost their well-being; and
- WHEREAS, Blues Zones have been successfully implemented in thirteen communities across the United States; and
- **WHEREAS,** the Blue Zones Project provides a community based approach to transform the environment to improve the emotional, physical, and social health of the community; and
- WHEREAS, there has been demonstrable progress in improving the well-being of communities participating in Blue Zone initiatives; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

- Section 1. That the City Council of the City of Naples is committed to improving the health and well-being of community members and hereby proclaims its support for the Blue Zones Project in Naples and Collier County.
- Section 2. That the City Manager is directed to collaborate in the community assessment process and report the action required of the City of Naples to become a Blue Zone Community.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF MAPLES, FLORIDA, THIS 5TH DAY OF NOVEMBER, 2014.

Afrest:

Patricia L. Rambosk, City Clerk

John F. Sorey III, Mayor

Approved as to form and legality:

Robert D. Pritt, City Attorney
M:\REF\COUNCIL\RES\2014\14-13549

Date filed with City Clerk: //- 7-/4

Exhibit C - Complete Streets Council Resolution

Agenda Item 15 Meeting of 11/04/15

RESOLUTION 15-13719

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, ESTABLISHING A "COMPLETE STREETS" POLICY IN FURTHERANCE OF THE GOALS, POLICIES AND OBJECTIVES OF THE TRANSPORTATION ELEMENT OF THE CITY'S COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the term "complete streets" means roadways planned, designed, and constructed to provide access to all users in a manner that promotes safe efficient movement of people and goods, whether by car, truck, transit, assistive device, foot, or bicycle; and
- WHEREAS, City Council desires Naples to be a livable "walkable" community that is pedestrian friendly, with interconnecting sidewalks, pathways, and public transit systems accessing all neighborhoods, through a complete streets policy, to improve access; and
- WHEREAS, complete streets is a flexible, context sensitive, multi-modal approach that implements safe and convenient access for transportation users of all ages and disabilities, including pedestrians, bicyclists, transit riders, and motor vehicle drivers: and
- WHEREAS. increasing active transportation (walking, bicycling and mass transit) makes Naples a livable green community through the catalytic events from the integration of land use and planning functions: 1. Reduces reliance on fossil fuels; 2. Helps citizens to save money that empowers the community economically; and 3. Reduces greenhouse emissions which when taken all together, improves air quality, community health, recreational and social activities, community aesthetics, and protection of our natural environment; and
- WHEREAS. complete streets enhances safe walking and bicycling options for everyone, including school-age children, in recognition of the national Safe Routes to Schools program: and
- WHEREAS, Section 316.027, Florida Statute, as amended, defines and protects the "vulnerable road user"; and
- WHEREAS, the Florida Department of Transportation has adopted a complete streets policy;
- WHEREAS, the Collier County Metropolitan Planning Organization (MPO), unanimously adopted the Collier County MPO Comprehensive Pathways Plan; and
- WHEREAS. on November 5, 2014, City Council unanimously adopted Resolution 14-13549 supporting the Blue Zones Project, a community-wide well-being improvement initiative:

Resolution 15-13719 Page 2

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA:

- Section 1. That the City Council of the City of Naples hereby establishes a "Complete Streets" policy in furtherance of the goals, policies and objectives of the transportation element of the City's Comprehensive Plan.
- That the City will incorporate a flexible complete streets program into the design, development, construction, operation, maintenance and implementation of policies and programs affecting all City property (including, but not limited to, parks and roadways) to create a connected network of facilities accommodating all users.
- Section 3. That to the extent practical, the City will incorporate the goals and policies of the complete streets program in any Comprehensive Plan amendments and other applicable plans and ordinances.
- Section 4. That the City affirms that all road projects should be designed to accommodate all users and that context based pedestrian and bicycle facilities will, where practical, be established in new construction, reconstruction, repaving and rehabilitation. During the review and in the developing of a complete streets program, the City Manager is directed to work with appropriate staff to develop guidance and standards to include the following:
 - Incorporation of the principles of complete streets into an interdisciplinary, integrative, multimodal transportation program with implementation guidelines.
 - b. Address the needs of all users in the planning, design, construction, maintenance and operations of all street projects.
 - c. Consideration of existing natural systems in the earliest phases of design, planning, and implementation of complete streets using green infrastructure, low impact development techniques, and the use of canopy trees for pedestrian and bicycle pathways, and when practical, transit stops.
 - d. Balance the needs of all transportation modes with community values, fiscal constraint, public safety, environmental protection and historic preservation.
 - e. Develop design solutions that use a context-sensitive approach using the latest and best management practices that connect land use and transportation needs while remaining flexible to the unique circumstances of different streets.
 - f. Encourage staff professional development and training on multi-modal transportation issues.
 - g. Identify current and potential sources of funding for roadway

improvements in support of complete streets projects.

- h. Develop an interdepartmental review team comprising of Streets & Stormwater, Utilities, Community Services, Building and Planning.
- i. Quantify and review the linear footage of sidewalks and pathways added each year and provide regular updates to City Council.
- Section 5. That among the resources to be used are the 1) American Association of State Highway and Transportation Officials (AASHTO) Bike Guide; (2) The National Association of City Transportation Officials (NACTO) Bike Guide; and (3) the Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares Guide to further develop non-motorized transportation networks within the City and The City of Naples Pedestrian and Bicycle Master Plan
- Section 6. That the City will support and encourage contracted service providers to respect and use the complete streets approach for transportation and parks projects and related services within the City and work in coordination and cooperation with other adjacent and local jurisdictions with similar complete streets programs.
- Section 7. That the City will support and encourage coordination with its citizens, partnering agencies and organizations to provide public awareness of the benefits Complete Streets provide to the community.
- Section 8. That the City of Naples Bicycle Friendly Team has been established to provide regular, formal input and analysis from citizens to further effectuate communication.

Section 9. This resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY OF NAPLES OF SHIP AND REGULAR SESSION OF THE CITY OF SHIP AND REGULAR SESSION OF SHIP AND REGULAR

Attes

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Patricia E. Ramboss, City Gerk

Approved as to form and legality:

Robert D. Pritt, City Attorney
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Date filed with City Clerk: //-6-/5