



REQUEST FOR PROPOSAL

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

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

Cover Sheet

NOTIFICATION DATE: 07/27/17	TITLE Lowdermilk Park Concession	SOLICITATION NUMBER: 17-036	OPENING DATE & TIME: 08/22/2017 2:00 PM
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PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION:
Non-mandatory Pre-Bid Meeting will be held August 7, 2017 at 10:00 AM local time; Naples City Hall, Purchasing Division, 735 8th Street - South, 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
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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 by all that apply
I acknowledge receipt/ review of the following addendum

_____ Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above "**OPENING DATE & TIME**".
- > Submission received after the above opening date and time will not be accepted.
- > 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 ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. SEALED PROPOSAL: All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

2. 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 proposers 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 proposer 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.

14. 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.

15. 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.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. 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

28. 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.

29. 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.

30. 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.

31. 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.

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

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the proposer 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 proposer 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 proposer for additional compensation.

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

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 proposer that the scope of the project or of the proposer's services has been changed, requiring changes to the amount of compensation to the proposer 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 proposer. If the proposer 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 proposer, the proposer 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 proposer will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. PROPOSER 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 proposer. If the City reasonably rejects staff or subcontractors, the proposer 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 proposer's employees and sub-contractors is the responsibility solely of the proposer.

40. COST REIMBURSEMENT: The proposer 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 proposer and the City to reimburse the proposer for the cost of materials provided in the performance of the work, the proposer shall be reimbursed in the following manner: The City shall reimburse the proposer 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 proposer describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the proposer'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 proposer 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 proposer 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 proposer 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 proposer, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The proposer shall be legally considered an independent contractor and neither the proposer 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 proposer, its servants or agents. The City of Naples shall not withhold from the contract payments to the proposer any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the proposer 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.

47. 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 proposer 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 proposer'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.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the proposer to the City, the same amount may be deducted from any sum due to the proposer under the contract or under any other contract between the proposer 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 proposer.

50. REQUIREMENTS CONTRACT: During the period of the contract, the proposer shall provide all the services described in the contract. The proposer understands and agrees that this is a requirements contract and that the City shall have no obligation to the proposer 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 proposer understands and agrees that the City is under no obligation to the proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the proposer 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 proposer, the proposer 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: Proposers 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 proposer will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The proposer 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 proposers 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 proposer 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 proposer 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 proposer 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 proposer'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 proposer 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 proposer 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 proposer shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the proposer.

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 bid number and title.

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

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

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**

Proposal # _____ and Description: _____

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

- We are not able to respond to the Request for Proposals by the specified deadline.**
- Our Company does not offer this product or service.**
- Our current work schedule will not permit us to perform the required services.**
- Specifications are incomplete or information is unclear (Please explain below).**

Other (Please specify below)

Company Name _____

PH _____ **Email** _____

Name and Title of individual completing this form:

(Printed Name) _____ **(Title)**

(Signature) _____ **(Date)**

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

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

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

Submitting Proposer Name: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award for a term of thirty-six months, effective on or about October 1, 2017. Upon the written mutual consent of both parties, this Agreement may be extended for up to two (2) one (1) year renewals.

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. ADDITIONAL REQUIREMENTS

Bidder must submit a minimum of three non-city references on the form provided. A completed and current IRS W-9 form is required with submission. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

D. STATEMENT OF NO BID

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

E. BID FORMAT

The Contract, if awarded, will be awarded on the Proposal Requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the PROPOSAL FORMAT & SUBMISSION section. The evaluation criteria will be based upon five (5) categories totaling 100 points. Upon review of the RFP, the committee MAY schedule a presentation.

F. 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 CLOSING 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

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 W-9
(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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
[] [] [] - [] [] - [] [] [] [] [] []

or
Employer identification number
[] [] [] [] - [] [] [] [] [] [] [] [] [] [] [] []

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Date

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

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* 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—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

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.
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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. 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 ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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

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

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

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

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

SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> Submit one (1) original signature and five (5) copies of your original proposal document <u>AND</u> a Windows© compatible PDF on a CD that is clearly labeled containing a copy of the original document. 	
<ul style="list-style-type: none"> Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the Proposer identified in the text of the bid. 	
<ul style="list-style-type: none"> Include any delivery information. 	
<ul style="list-style-type: none"> Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages. 	
<ul style="list-style-type: none"> Be sure the proposal document has been signed in original on the <u>Cover Sheet</u> page with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the Proposer. 	
<ul style="list-style-type: none"> Proposal document needs to be received by the OPENING DATE & TIME indicated on the bid cover page. The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> 	
The mailing envelope should be sealed and marked with: BID Number 17-036 BID Title Lowdermilk Park Concession BID Opening Date 08/22/2017	

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

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.

**City of Naples
Request for Proposal
17-036 Lowdermilk Park Concession - RFP**

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City of Naples FL
Request for Proposal
17-036 Lowdermilk Park Concession - RFP

PROJECT REQUIREMENTS AND SPECIFICATIONS

DEFINITIONS

City:	City of Naples, Florida
Council:	Naples City Council
Concessionaire:	The person whose proposal shall be accepted by the Council and who shall thereafter enter into a formal Concession Agreement to furnish the services bid upon.
Pronouns:	The masculine pronoun shall include the feminine and neuter and singular shall include the plural.
Person:	Any individual, partnership, Society, Associations, joint stock company, corporation, estate receiver, assignee, or capacity, whether appointed by court or otherwise, and any combination or individuals.
Proposer:	Any person who submits a proposal for supplying the services described in the Request for Proposal.

A. PURPOSE

The purpose of this procurement action is to solicit proposals from qualified individuals/firms to operate the concession facility at Lowdermilk Park located at 1301 Gulfshore Boulevard North, Naples, Florida 34102.

B. SCOPE

The successful proposer will operate the concession facility at Lowdermilk Park for a term of thirty-six months, effective on or about October 1, 2017. Upon the written mutual consent of both parties, this Agreement may be extended for up to two (2) 12-month periods.

C. PROPOSAL GUIDELINES

In preparing your proposal, please be aware of the following restrictions:

1. The recommended hours of operation shall be:
8:00 AM to Sunset, January thru April
9:00 AM to Sunset, May thru December
It will up to the proposer to specify actual times depending on weather, season and other factors. Must open no later than 9:30 AM and close no earlier than 4:00 PM daily.
2. At the proposer's discretion, the concession stand may be open earlier or later for special activities or events with prior written approval from the Community Services Director.
3. At the proposer's discretion, the concession stand may be closed only on Thanksgiving Day and Christmas Day.
3. The proposer must have previously operated a related or similar type of business for a minimum period of 5 years. This experience must be represented in the proposer's resume and must be verifiable. Unverified experience will not be considered by the City.
4. The City reserves the right to revoke this privilege if ambient music is played at a decibel level not in compliance with the City Code of Ordinances Chapter 22 Sec. 37.
6. The concession stand will not have commercial lighting of any type, including signage.
7. If the proposer chooses to install a security alarm system, it will be of the non-audible type, and approved in writing by the Community Services Director.
9. proposer will endeavor to ensure that any deliveries of food, supplies, etc., will occur in the early part of the business day.
10. The proposer's will be permitted to maintain cooking equipment according to list in Section H of this document.
11. The proposer's will be permitted to sell items such as t-shirts, hats, etc. However, such items shall be tastefully displayed on inside of concession building, **or** in the already existing display case permanently mounted on the side of concession building. The City's logo may not be displayed on any merchandise without the expressed written consent of the City Manager.
12. The rental or selling of fishing equipment will not be permitted.
13. All appliances and fixtures purchased by the proposer will remain the property of the proposer. All proposer owned equipment shall be removed expeditiously at the end of the contract term.
14. All permanently attached improvements to the facility become the property of the City of Naples at the end of the contract term. No permanently attached items will be allowed without the prior written consent from the Community Services Director .

D. PRE-PROPOSAL CONFERENCE

Specific questions concerning the RFP must be submitted in writing no later than ten (10) calendar days prior to the proposal closing date to ensure an answer is provided prior to closing. Questions will be entertained at the pre-proposal conference, but for an official answer needs also to be submitted in writing. Responses will be put in an addendum and posted on the City web site. Only the written responses will be considered official. The response to any question which is given orally at the conference is to be considered tentative.

E. PROPOSER'S INQUIRES

The proposer shall examine this Request for Proposal to determine if the City requirements are clearly stated. If there are any requirements which restrict competition, the proposer may request, in writing, to the City that the requirements be changed. The proposer who requests changes to the City requirements, must provide detailed justification for a change, and must provide recommended changes to the requirements. Request for changes to the Request for Proposal must be forwarded in writing to the Purchasing Manager.

proposer's failure to request changes shall be considered to constitute proposer's acceptance of City requirements. The City shall determine what changes to the Request for Proposal are acceptable to the City. If required, the City shall issue an addendum reflecting the acceptable changes to this Request for Proposal which shall be sent to all proposer's for this service.

The City, either through the final award of contract or through the selection process, reserves the right to waive or alter any of the requirements set forth herein.

Any inquiries from proposer concerning this Request for Proposal shall be submitted in writing (preferably by email) to the City of Naples, Purchasing Division, 735 8th Street South, Naples, Florida 34102.

F. PROPOSAL FORMAT & SUBMISSION

The procedure outlined in the Request for Proposal must be followed. Submit:

- One (1) original signature
- Five (5) copies of to your original bid proposal document
- A Windows compatible PDF on a CD that is clearly labeled containing a copy of the original document.
- proposer resume clearly documenting a minimum of 5-years experiences in the restaurant or concessionaire business. References MUST be included and MUST be verifiable.

The original document must be signed in blue or black ink and submitted in a sealed package along with all copies, on which should indicate the name of the proposer, proposal opening date, RFP number and title on the outside of the proposal package. Whether forwarded by mail or personally delivered, the above-mentioned envelope must be received by the City of Naples, Purchasing Division prior to the date and time stated on the Request for Proposals. Proposals received after the time stated will not be accepted.

THE PROPOSAL SUBMISSION MUST CONTAIN:

1. **Tab 1. Completeness of Proposal (Evaluation Points Assigned - 10 Max.).** Proposers shall complete and return all mandatory forms under this Tab including: 1) Proposer Identification Sheet (your signature on this sheet will acknowledge that you agree to paying the City of Naples a fee of 25% of gross proceeds; gross, minus sales tax), 2) Proposal Sheet, 3) Board of Directors, 4) Financial Institutions form, 5) References, and 6) Proposer Qualification Form. Also include completed / signed Required Forms indicated on the bid index page; 1) Bid Cover Sheet, 2) Reference, 3) Submission Check List, and 4) IRS W-9 (November 2014 version).

2. **Tab 2. Business Plan (Evaluation Points Assigned - 20 Max.).** Including a brief synopsis of the proposal. The synopsis should be prepared in such a manner that it will be understandable to individuals on a management level. Synopsis shall include, but not be limited to:
 - 1) List of anticipated merchandise
(See list of approved items)

- 2) List of anticipated services
(See list of approved items)
 - 3) Food types
(See list of approved items)
 - 4) Number of employees
 - 5) Description of major equipment to be installed
(See list of approved equipment)
 - 6) General layout of equipment and counters
 - 7) Business management techniques and controls over money, personal and financial records
 - 8) Schedule of operation including dates and times
(See PROPOSAL GUIDELINES, #1 and #2)
 - 9) Any other information which would allow a reviewer to evaluate and understand the total method of operation.
3. **Tab 3. References (Evaluation Points Assigned – 20 Max.).** The proposer shall furnish references on the FORM provided with the proposal including the company name, responsible person, and telephone numbers, where similar services have been provided. Information will be provided on the proposer Qualification Form. References must be verifiable.
 4. **Tab 4. Resume' of Related Business Experience (Evaluation Points Assigned - 30 Max.).** Resume' should include a chronological list, to include beginning and ending dates, of proposer's experience with a description of the services provided by each operation, with a minimum requirement of 5 years related or similar type of restaurant or concession business. If proposer is a corporation with a lengthy history of concession operations, the list should begin with the earliest concession experience and list several operations which accurately portray the variety and complexity of proposer's experience up through the most recent.
 5. **Tab 5. Financial Information (Evaluation Points Assigned 20 Max.).** Proposer shall submit financial statements which include a balance sheet as of June 30, 2016 and the related statements of income, retained earnings and changes in financial positions for the year then ended. In cases where the proposer's fiscal year end is not June 30 and financial statements have been prepared, the proposer may submit financial statements for the two most recent fiscal years, accompanied by interim statements as of June 30, 2016. proposers may submit financial information which has been reviewed or audited by a Public Accountant. Since reviewed statements are generally accepted as being more reliable than unaudited statements and generally accepted as being more reliable than reviewed statements, preferences will be given in the evaluation process to audited and reviewed statements.

PLEASE NOTE FLORIDA CHAPTER 119 PUBLIC RECORDS:

4. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2016, unless reviewed and saved from repeal through reenactment by the Legislature.

(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

G. CONCESSION FOOD and BEVERAGE ITEMS

NOTE: NO PLASTIC DRINK COVERS OR STRAWS ARE ALLOWED. PROPOSER IS

REQUIRED TO USE PAPER PRODUCTS VS STYROFOAM.

1. Any food and beverage items are permitted if provided from a health department approved and licensed commissary and all on-site food cooking is limited on the listed equipment.
2. Menu must include healthy items as an alternative for customers seeking healthy concession items. The City of Naples is an active participant in the Blue Zones Project for Southwest Florida. Include in proposal items that will be available on the menu. Items may change as proposer discovers what is popular with customers; however, the proposer must always have healthy food items on the menu. For more information on this health initiative visit the Blue Zones website at <https://bluezones.com>.
3. The selling/serving of Beer and Wine only may be allowed with prior approval by City Council. proposer must obtain a Host Liquor License and an additional Host Liquor Insurance for \$1mil. Purchase, storage, security, safety, not serving to anyone under age of 21, etc., will be the responsibility of the proposer. proposer must comply with Chapter 562 of the Florida Statutes (Beverage Law Enforcement) and the City of Naples Code of Ordinances Chapter 6 (Alcoholic Beverages). Alcohol must be contained to the Concession Pavilion and on the public beach and cannot be taken into other areas of Lowdermilk Park. No glass containers of any kind are allowed in City parks and beaches. The City retains the right to revoke this privilege at any time during the first year of the initial three year agreement with a minimum of 90 days written notice to the proposer. If proposer has an interest in selling beer and wine proposer must state this in their proposal and provide a service plan with proposed beverages in the bid proposal.
4. **Not Permitted**
 - a) Plastic drink covers or straws
 - b) Proposer is required to use paper products and not Styrofoam.

H. CONCESSION EQUIPMENT

- a) Microwave
- b) Toaster
- c) Warmer
- d) Hot dog steamer/cooker/warmer
- e) Crock pot
- f) Soft serve ice cream machine
- g) Meat slicer
- h) Coffee maker
- i) Sandwich maker
- j) Flat top griddle – electric–up to 36”
- k) Refrigerator/Cooler/Freezer
- l) Electric Grill/Fryer (Must meet all applicable fire code/health department regulations and must provide proper grease disposal procedures)

I. SOUVENIRS

1. T-Shirts/Polo Shirts
2. Hats/Visors
3. Cups
4. Other related items

J. FISHING ITEMS

1. **Not Permitted**
 - a) Hooks
 - b) Weights
 - c) Line
 - d) Frozen Bait
 - e) Rental Fishing Equipment

K. MISCELLANEOUS

1. Permitted (not required)

- a) Bags of Ice
- b) Disposable Cameras
- c) Film
- d) Sunscreen
- e) Nose Plugs
- f) Ear Plugs
- g) Goggles
- h) Snorkel Equipment
- i) Rental of beach chairs, umbrellas, flotation rafts/tubes, toys, paddleboards, kayaks (and other self-propelled items) may be allowed with prior written approval of the Community Services Director. (Purchase, storage, security, maintenance, etc., will be responsibility of the proposer, within limitations.)

2. Not Permitted

Water sports equipment, i.e. sailboats (and other items propelled by a sail) and motorized water crafts i.e. boat rentals, jet ski rentals, parasailing, etc.

L. ADVERTISING & DISPLAYS

Advertising and Displays are permitted as long as they meet all City of Naples Code of Ordinances and permit requirements as related to signage, displays, advertising, etc.

M. UTILITY AND PHONE CHARGES

The City will provide electricity and water. Any phone lines, fax lines, Internet, wifi etc., will be at the proposer's expense.

N. RESTROOM CLEANING

The proposer will be responsible for cleaning the Men's and Ladies Restrooms in the Lowdermilk Park Pavilion during the concession regular hours of operation, at the proposer's expense. The proposer or the proposer's staff shall be responsible for inspecting the restrooms on an hourly basis during business hours and shall keep a log of those inspections and submit them to the City on a monthly basis. The proposer shall keep the restrooms stocked with paper supplies and clean at all times. The City will clean the restrooms once each morning (daily) and will provide paper supplies and cleaning materials as requested by the proposer. proposer will notify the City immediately of any needed repairs, damages, etc. at the pavilion, restrooms and park area. proposer will keep City supplies locked at all times and shall only use City supplied paper and cleaning products for use in the restrooms. The proposer shall be responsible for all cleaning supplies needed in the concession area.

O. EVALUATION OF PROPOSALS

Proposals shall be evaluated by a Committee selected by the City Manager. At least one of the Committee members will be from the finance office who will evaluate the financial statements for compliance with this proposal request. Evaluation will be based on:

- Max 10 Points - Completeness of Proposal
- Max 20 Points - Business Plan
- Max 20 Points - References
- Max 30 Points - Related or Previous Experience
- Max 20 Points - Financial Information Provided

P. FORMS

- 1. The Request for Proposal Cover Sheet should be completed, signed by a representative authorized to contractually bind the proposer and returned with the proposal. Failure to return this executed original form may result in automatic rejection of the proposal.

2. The proposer Identification Sheet should be completed, signed by a representative authorized to contractually bind the proposer and returned with the proposal.
3. The proposer Qualification Form should be completed, signed by a representative authorized to contractually bind the proposer and returned with the proposal.

Q. PROPOSAL FORM

Each proposer must submit the completed Proposal Form included in this Request for Proposal.

R. SINGLE PROPOSAL

Only one proposal from a legal entity will be considered. If it is found that a proposer is interested in more than one proposal, all proposals in which such a proposer is interested will be rejected.

S. QUALIFICATION FORM

Each proposer must complete and submit the Professional Qualification Form included in this Request for Proposal. Evidence that the proposer is fully qualified and competent to complete this project is required.

Prospective proposers shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have conflicts of interest under Chapter 112, Section 112-313, Paragraphs 1 through 7 of the Florida Statutes, and agrees that they will fully comply in all respects with the terms of said laws.

T. REJECTION OR ACCEPTANCE OF PROPOSALS

The City reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to re-advertise for proposals, if desired, and upon recommendation and justification by the City of Naples to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City of Naples. In making such determination, the City's consideration shall include, but not to be limited to, any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his/her refusal to enter into the City of Naples Contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

U. PROTECTION OF RIGHTS OF THE CITY OF NAPLES

The City reserves the right to include in any contract document such terms and conditions as the City deems necessary for the proper protection of the rights of the City of Naples.

V. WITHDRAWAL OF PROPOSAL

No proposal can be withdrawn after proposals are opened for a period of 60 days.

W. EXPENSES INCURRED IN PREPARING PROPOSAL

The City accepts no responsibility for any expenses incurred in the proposal, preparation and presentation. Such expenses are to be born exclusively by the proposer. Fancy binding, colored displays, and promotional material are not desired; however, technical literature may be included in the proposal. Emphasis in each proposal must be on completeness and clarity of content.

X. MINIMUM ACCOUNTING REQUIREMENTS

1. The **proposer** must comply with all of the following general minimum accounting requirements
 - a) Sales receipts must always be offered to customers regardless of the amount involved. Sales receipts may be in the form of cash register slips, pre-numbered receipts or pre-numbered tickets depending on the method employed to document sales.

- b) The proposer must establish and maintain bank accounts (checking, savings, etc.) that are used solely for contract operations.
 - c) Receipts must be deposited intact daily. Validated deposit slips and bank statements supporting amounts deposited must be retained.
 - d) Daily entries, to account for gross sales and sales tax collections by point of sale/collection station location, must be made to a ledger or journal (automated entries and ledgers acceptable). Entries must equal amounts deposited by period. All adjustments to gross sales, such as customer refunds, must be recorded in the ledger/journal using a separate entry. Source documents such as daily cash register tapes, proposer's copy of pre-numbered receipts and use schedules for pre-numbered tickets must be retained to support recorded gross sales and sales tax collections. Adjustments to gross sales must be supported by source documents such as customer signed receipts and canceled checks.
 - e) Refunds and purchases must always be made by check or through use of an imprest (petty cash) fund. The imprest fund, if used must always be replenished by check. Only under extremely unusual circumstances may daily receipts be used to make purchases or refunds. If daily receipts are used to make refunds or purchases, the proposer must document both the occurrence and the reason.
 - f) Customer refunds must always be supported by customer signed documents and canceled checks payable to either the customer or the imprest fund.
 - g) Purchases must always be supported by proposer invoices and canceled checks payable to either the proposer or the imprest fund.
 - h) All checks written on the proposer's checking account, whether voided or not, must be retained.
 - i) Duties associated with handling, recording and reconciling receipts and disbursements should be assigned to different employees whenever possible. Employees who handle cash or cash-like items should be adequately supervised.
2. The proposer must comply with at least one of the following three methods of accounting for gross sales detailed in this attachment. Every sale must be accounted for by use of electronic cash registers, pre-numbered receipts or pre-numbered tickets unless the proposer has received prior written authorization from the City to use some other method.
- a) Electronic Cash Registers, Minimum Requirements
 - 1) Register Must
 - Produce customer's copy of sales receipt.
 - Contain a locked-in tape and sequential numbering system for such tapes.
 - Record and accumulate sales and sales tax amounts'
 - 2) Proposer Must:
 - Provide daily supervision over employees using the registers.
 - Clear or close
 - Approve all refunds & voids or delegate this to an employee.
 - 3) Customer Refunds Must:
 - Refunds must be documented by customer signed sales slips indicating receipt of the refund. If the customer does not have his copy of the sales

receipt, a pre-numbered refund receipt signed by the customer must be issued (see minimum requirements for pre-numbered receipts.)

b) Pre-numbered Receipts, Minimum Requirements

1) Receipt Must:

- Be designed to capture all pertinent sales data, such as: date, customer's name, items purchased, amount of sale, amount of sales tax collected, total collected and salesperson's name or initials
- Be at least two copies (customer and record copy), each clearly identified.
- Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by proposer's invoice.
- Be issued to customers sequentially; any breaks in the numbering sequences must be explained.

2) Proposer Must:

- Retain the record copy of all issued receipts and all copied of voided receipts.
- Maintain a work sheet or schedule which reports the numbering sequence of receipts used and money collected by day.
- Provide adequate security over unused receipts and periodically inventory these receipts (at least every six months).

3) Customer Refunds Must:

- Refunds must be documented by customer signed sales slips indicating receipt of the refund. If the customer does not have his copy of the sales receipt, a pre-numbered refund receipt signed by the customer must be issued (see minimum requirements for pre-numbered receipts.)

c) Pre-numbered Tickets, Minimum Requirements:

1) Pre-Numbered Tickets Must:

- Clearly state the name of the item or service purchased, sales tax and total amount collected.
- Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by a proposer's invoice at a minimum.
- Be issued to customers sequentially. Any breaks in the numbering sequence must be explained.

2) Proposer Must:

- Maintain a worksheet or schedule which reports the numbering sequence of tickets used and money collected by day.
- Provide adequate security over unused tickets and periodically inventory these tickets (at least every six months).
- Provide adequate supervision over employees to gain assurance that previously issued tickets are not resold.

3. Customer Refunds Must:

- Refund must be documented by customer signed tickets indicating that customer received a refund. If the customer does not have his ticket, a pre-

numbered refund receipt must be issued (see minimum requirements for pre-numbered receipts).

EXHIBIT A - PROPOSER IDENTIFICATION SHEET

PROPOSER IDENTIFICATION SHEET

PROPOSER: _____

REPRESENTED BY: _____

SIGNATURE: _____

NAME/TITLE: _____

ADDRESS: _____

TELEPHONE: _____ **DATE:** _____

EMAIL: _____

NOTE: This name and address will be used for future correspondence. Please type or print.

CORPORATION CHARTER NUMBER: _____

EXPIRATION DATE: _____

PROPOSAL SHEET
PROPOSAL NUMBER 17-036

I, the Proposer, agree to pay the City of Naples as compensation for this Concession Agreement, a monthly concession 25% of gross sales (less sales tax) for all operations covered by this concession.

I, the **Proposer**, shall post with the City of Naples, upon the execution of an agreement, the following security in the amount of \$2,000.00 (Performance Bond, Letter of Credit, or Certified Check).

All notices and orders given to me, the Proposer may be served by mail at the following address:

My business is organized as a (choose one):

____ **Corporation** ____ **Proprietorship** ____ **Partnership**

Signature: _____

Name/Title _____

Representing _____

Date _____

EXHIBIT C – BOARD OF DIRECTORS

BOARD OF DIRECTORS

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

Submit a copy of the corporate charter from the Secretary of State, a statement of names and addresses of all directors and officers or owners and percentage of ownership of each, and evidence of compliance with the Florida Fictitious Name Statues, if Proposer is operating under a fictitious name.

NOTE: This requirement is waived for Proposers listed on the New York and/or American Stock Exchanges, with stock eligible for open trading as of the date for opening of bid proposals. Certification by a corporate officer of eligibility for this waiver must be submitted, as well as, a copy of the latest annual report.

If an Individual or Partnership, complete the following:

Date of organization: _____

General or limited partnership: _____

Name and address of each Partner:

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

EXHIBIT D – FINANCIAL INSTITUTIONS

FINANCIAL INSTITUTIONS

1. Name: _____

Address: _____

Type of Account : _____

2. Name: _____

Address: _____

Type of Account : _____

NOTE: The references listed above should be available between 8:00 a.m. and 5:00 p.m., Monday thru Friday. We strongly suggest that written letters of recommendation be submitted for each listed reference. Letters of recommendation should be written on the reference's letterhead.

The Proposer understands that information contained in this Proposer Qualification Form is to be relied upon by the City and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualifications and stability of the Proposer, as may be required by the City.

The Proposer understands that the City has the right to verify the information submitted and to seek any additional information relating to Proposer qualifications and stability.

The discovery of any misstatement, which, in sole opinion of the City, materially affects the Proposer's qualifications to perform under the agreement, may cause the City to reject the proposal, and if after the proposal awarded, to cancel the agreement.

Dated at _____ this _____ day of _____, 2017.

IF INDIVIDUAL

WITNESS:

(Signature)

(Type or Print Name)

IF CORPORATION OR PARTNERSHIP

WITNESS:

(Type or Print Name of Firm)

(Corporation Seal)

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

SS.

_____, being duly sworn, depose and says that
he/she is _____ of _____ and that the answer to the
foregoing questions and all statement therein contained are true and correct.

Sworn to Before me this _____ day of _____, 2017.

My commission Expires: _____

(Notary Public)

EXHIBIT E – PROPOSER QUALIFICATION FORM

PROPOSER QUALIFICATION FORM

Proposers, aided by this form, must show that they are competent and have the necessary resources to fulfill the conditions of the concession agreement.

Failure to submit this form with all questions answered may be grounds for disqualification:

Are there any judgments, claims or suits pending or outstanding by or against you?
___Yes ___No

If the answer to either question is yes, submit details on separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

EXHIBIT F – PROFIT AND LOSS STATEMENT

PROFIT AND LOSS STATEMENT FOR 20__
(Due within 45 days after close of calendar year)

CONCESSIONAIRE: LOWDERMILK PARK

		Gross Sales	Commission Paid	Operating Expense	+Profit -Loss
1.	Food, Drink and Retail Sales	_____	_____	_____	_____
	Comments:	_____			
2.	Equipment Rental:	_____	_____	_____	_____
	Comments:	_____			
3.	Other (identify)	_____	_____	_____	_____
	Comments:	_____			
	TOTALS	_____	_____	_____	_____

Prepared by: _____

Date Submitted: _____

CERTIFICATION: I certify that this annual profit and loss statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Signature of Concessionaire: _____ **Date:** _____

EXHIBIT G – MONTHLY REPORT OF CONCESSION GROSS SALES

MONTHLY REPORT OF CONCESSION GROSS SALES

(Due by 15th day of following month)

Lowdermilk Park: _____ Date: _____

Concessionaire Name: _____

Period Covered: From _____ To _____

Point of Sale/Location of Cash Receipt	Gross Sales Subtotal
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

If additional space is required, attach second form.

Total Gross Sales: \$ _____

Monthly Commission: Level Fee/ 25% of Gross \$ _____

Use Tax: _____ % of Monthly Commission \$ _____

Other Payments (identify) \$ _____

Total Payable \$ _____

Use Tax Exemptions: \$ _____

CERTIFICATION: I certify that this monthly sales statement is true and correct and is based upon actual gross receipts of the period covered and recorded in the accounting records.

Signature of Concessionaire

Date

Signature of Accountant

Date

Accountant Name

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