

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

| NOTIFICATION DATE: | TITLE: | | NUMBER: | OPENING DATE & TIME: | | |
|---|---|----------------------|-----------------|----------------------|--|--|
| 2.11.2. | | | 021-11 | 2/28/11 | | |
| 1/24/11 | RFP PIPE LINING SER | RVICE | 021-11 | 2:00PM | | |
| | PRE-PROPOSAL CONFERENCE | CE: DATE, TIME | AND LOCATION: | | | |
| | | | | | | |
| NAME OF PARTNER | SHIP, CORPORATION OR INDIVIDUAL: | | | | | |
| MAILING ADDRESS | : | | | | | |
| CITY-STATE-ZIP: | | | | | | |
| PH: | | EMAIL: | | | | |
| FX: | | WEB ADDRESS: | | | | |
| | | | | | | |
| corporation, for services a conditions of In submitting accepted, the interest in an the United S services purc | 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 or services 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. | | | | | |
| AUTHORIZED SIGN | ATURE DATE | PRINTED N | IAME/TITLE | | | |
| Addendum # | Please initial by I acknowledge receipt of Addendum #2 | the following addend | lum endum #3 | Addendum #4 | | |

PLEASE NOTE THE FOLLOWING:

- > This page <u>must be completed and returned</u> with your proposal.
- > Proposals must be submitted in a sealed envelope, with the proposal number & closing date.
- > Proposals received after the above closing date and time will not be accepted.
- Proposal tabulations will be available on the City of Naples web site <u>www.naplesgov.com</u>, Departments, Finance, Purchasing.

GENERAL CONDITIONS

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

- 1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- **2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 3. NO PROPOSAL: If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- **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:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
- **A. TAXES**: The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Cityowned real property.
- **B.** MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
- **C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- **E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- **F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- 7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
- **8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS**: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
- **9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

- 10. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: "No public officer or employee shall have or hold any employment or contractural 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:** Will be made in the best interest of the City of Naples. The City reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.
- **12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
- **13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.
- **SAMPLES:** Samples of items, when called for, must be furnished free of expense, 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 PROTESTS: The City of Naples has formal protest procedures that are available upon 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/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

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

- **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 contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- **34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.
- **35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.
- **36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

- **37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statues, Ordinances, and rules and regulations of any kind.
- **38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- **39. CONTRACTOR PERSONNEL**: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
- **40. COST REIMBURSEMENT**: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- **41. EXCEPTIONS**: Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- **42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- **43. FAILURE TO ENFORCE**: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- **44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- **45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- **46. ORAL STATEMENTS**: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- **QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:
- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.

- > The quality of performance of previous contracts or services.
- **48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- **49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- **SOLUTE REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- **51. TERMINATION FOR CONVENIENCE**: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- **TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- **STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

No City Division, Department, or individual name should appear on the Certificate.

<u>No other format will be acceptable.</u>

Thirty (30) days cancellation notice required.

The Certificate must state the proposal number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

STATEMENT OF NO PROPOSAL

If you will not be proposing 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 un following re | dersigned, decline to propose on the above project for the ason(s): |
| Reque Our Co Our co service Specif | e not able to respond to the Invitation to Proposal or st for Proposals by the specified deadline. Ompany does not offer this product or service. In urrent work schedule will not permit us to perform the required es. Ications are incomplete or information is unclear e explain below). |
| Other (F | Please specify below) |
| | nmePH |
| Name and T | itle of individual completing this form: |
| (Printed Nar | me) (Title) |
| (Signature) | (Date) |

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

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

| COMPANY NAME: _ | | | |
|-----------------|---|------|------|
| ADDRESS: _ | | | |
| _ | | | |
| TELEPHONE: _ | | | |
| CONTACT PERSON: | | | |
| | | | |
| | | | |
| COMPANY NAME: _ | | | |
| ADDRESS: _ | | | |
| _ | | | |
| TELEPHONE: _ | | | |
| CONTACT PERSON: | : | | |
| | | | |
| | | | |
| COMPANY NAME: _ | | | |
| ADDRESS: _ | | | |
| - | | | |
| TELEPHONE: _ | | | |
| CONTACT DEDSON | | | |

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will be for a three year term with the City's option to

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. PROPOSAL PERFORMANCE & PAYMENT BONDS

A Proposal Security Bond shall be submitted with the final proposal, if the total proposal is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final proposal, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the proposal to the successful proposer, both proposal performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. Also proof of insurance from the successful proposer is required at the time of award as well.

D. QUESTIONS

TO

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 CLOSING.

Direct all questions to:

J.F. WORKMAN CPPO CPPB

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

PH: (239) 213-710x FX: (239) 213-7105

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CURED IN PLACE PIPE LINING AND MAINTENANCE SERVICES

I. INTRODUCTION

The City of Naples (City) desires to enter into a contractual relationship with vendors capable of providing cured in place lining services including televising, cleaning, providing a combination of manpower, equipment and materials to perform non-emergency and emergency lining repairs for the City's sanitary sewer and stormwater systems. It is the City's intent to award to multiple vendors and to designate vendors in of primary service providers and standby terms providers.

No amount of work is or will be guaranteed or implied. The contract will be considered an "on-call at no cost contract". The contract(s) to be awarded under this RFP will be annual contracts that will be utilized only in the event that specified projects consisting of cured in place pipe lining tasks are issued. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is utilized in anticipation of a requested project. Potential CONTRACTORS are solely responsible for their own costs of developing the proposal associated with this RFP.

II. BACKGROUND

The City of Naples's 5-year Capital Improvement Plan and operating budgets includes appropriated funds for the on-going maintenance and repair of the underground utilities systems owned and operated by the City. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations.

III. SCOPE

This project provides for the rehabilitation of pipelines and conduits (6 inch through 72 inches) and laterals by various trenchless methods on an "as needed" basis. These rehabilitation methods may be used in a variety of gravity and pressure such sanitary applications as sewers, force mains, stormwater systems. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The City may order the Contractor to accomplish the work in accordance with a given chronological sequence. The locations of rehabilitation work will be directed by the City's designated representative. The City will issue task orders to the contractor on an as needed basis.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 5) qualified Contractor(s), on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide cured in place pipe lining services for the City's sanitary sewer and stormwater systems, in full compliance with regulatory agency requirements and consistent with current Occupational Safety and Health Administration (OSHA) regulations, Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT) Construction Standards.

Those services would include:

- Cured in place pipe (CIPP) lining (of various thicknesses) of sanitary sewers, force mains, and stormwater systems piping ranging from six (6) inch to seventy-two (72) inch and of various lengths.
- Sectional CIPP linings (of various lengths) of sanitary sewers, force mains, and stormwater systems piping ranging from six (6) inch to seventy-two (72) inches.
- Lateral CIPP linings in thirty (30) feet increments, including initial (zero (0) to thirty (30) feet) and greater (thirty (30) feet and greater) in one (1) foot increments.

- Service reconnections, service connection grouting and cleanout assembly installation for four (4), six (6), and eight (8) inch laterals.
- Top hat/full wrap linings of four (4), six (6), and eight (8) inch laterals.
- Light, medium, heavy, and tuberculation cleaning and inspection of sanitary sewers and stormwater systems piping ranging from six (6) to seventy-two (72) inches of various lengths.
- Root removal within sanitary sewers and stormwater systems piping ranging from six (6) to seventy-two (72) inches of various lengths.
- Bypassing of sanitary sewers and stormwater systems piping ranging from six (6) to seventy-two (72) inches of various lengths.
- Pre and post work closed circuit televising (CCTV) of sanitary sewers and stormwater systems piping ranging from six (6) inch to seventy-two (72) inches and of various lengths.
- Managing and operating the Maintenance of Traffic (MOTs) associated with work in City, County, and State right-ofways.
- Easement access of sanitary sewers and stormwater systems.
- Manhole/lift station refurbishment for the various manholes and lift station per the City's specifications (02607 and 02608).
- Mobilization and demobilization.
- Dewatering capabilities in order to accommodate operations within low lying areas that are impacted by ground water and tidal activities.
- Site restoration activities associated with any projects or excavation activities requiring sod installation, irrigation system repairs, landscape installation/

replacement, road repairs (per FDOT Construction Standards), asphalt patching, concrete work (driveways and sidewalks), brick paver repairs, grading, and etc.

Contractors need not be qualified for all of the requested services in this proposal. However, for those specific services identified, contractors must be qualified and have sufficient resources necessary to perform all aspects related to the area of expertise of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with the operations prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

Contractor experience with and knowledge of OSHA, AWWA, FDEP and FDOT regulations, Construction Standards, and procedures will be vital to the City of Naples's successful pipe lining activities. Each contractor should have specific knowledge and compliance with Traffic Management, Trench Safety, and Confined Space. A detailed scope of services will be negotiated with the successful proposer(s).

Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under items notated in the submitted proposal and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, devices and/or position traffic control maintain, barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four hours notice, to perform the work with its organization, or to contract with any other individual, firm or corporation to perform the work. All costs and incurred thereby shall be charged against Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the City, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment and vacuum truck resources including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the City. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

IV. INSURANCE

Before performing any contract work, a CONTRACTOR shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City of Naples and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." The City of Naples must be named as Additional Insured on the insurance certificate(s). The City of Naples shall be named as the Certificate Holder.

No changes are to be made to these specifications without prior written specific approval by the Risk Manager.

WORKERS' COMPENSATION: CONTRACTOR will provide Workers' 1. Compensation insurance on behalf of all employees who are to provide a service under this contract, as required under Laws, Chapter 440, including, if Florida applicable, Longshoremen Act coverage for the Jones and Harbormasters Exposures, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. In the event the CONTRACTOR sublets any part or parts of its contract work to a sub-contractor(s), all of the employees of the CONTRACTOR and sub-contractors engaged on contract work shall be deemed to be employed in one and the same business and the CONTRACTOR shall be liable for, and shall secure, Workers' Compensation coverage for all such employees, except for employees of a sub-contractor who has secured its own Workers' Compensation coverage. The CONTRACTOR must require all sub-contractors to provide evidence of Workers' Compensation insurance or the "Purged Notice of Election to be Exempt." In the event the CONTRACTOR has "leased" employees, the CONTRACTOR or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy and the CONTRACTOR must be the named insured. All documentation must be provided to the City of Naples' Risk Manager

- 2. COMMERCIAL GENERAL LIABILITY: Including but not limited to bodily injury, property damage, contractual, products and completed operations, XCU, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this contract.
- 3. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract (limits may be satisfied by combining an UMBRELLA form and AUTOMOBILE form for a combined total limit of \$5,000,000.
- 4. <u>UMBRELLA LIABILITY</u>: With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
- INSURANCE: For the purpose of this 5. HAZARDOUS MATERIALS section. the term "hazardous materials" includes materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

- a. CONTRACTORS POLLUTION LIABILITY For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
- b. ASBESTOS LIABILITY For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
- DISPOSAL When applicable, the CONTRACTOR shall c. designate the disposal site and furnish a Certificate Insurance from the disposal facility Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an than \$3,000,000 amount not less per claim \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
- d. HAZARDOUS WASTE TRANSPORTATION When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
- e. <u>CERTIFICATES OF INSURANCE</u> Shall clearly state the hazardous material exposure work being performed under the contract.

V. RESPONSE FORMAT

The response format should contain a letter of transmittal and the following four (4) tabs with stated information behind each tab.

1. Qualifications

Provide a statement indicating the proposer's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of AWWA and FDOT Construction Standards associated with cure in place lining services. Detail practical pipe experience, including relevant dates, in all aspects underground utilities construction. Include history of the firm, brief resumes of dedicated staff members, Contractor's license #s, and a list of all current clients and contacts for which the proposer has provided similar services. Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein and the most recent audited financial statement. (References are mandatory.)

2. Response Approach to Work Orders

Describe the availability of equipment, labor, time to mobilize, and list of vendors that provide materials and supplies associated with this RFP's requested services (lining materials, pipe, asphalt, limerock, motors, pumps, concrete, fill, and etc.). Include an organizational chart outlining operational structure, segregating the proposer's staff and resources from that of anticipated sub-contractors.

3. Compensation Schedule

Provide a pricing proposal to cover any and all cured in place pipe lining services described herein on a unit cost basis. The proposal will also be required to provide a detailed Hourly Rate Schedule which shall include labor rates (and classifications), equipment rates, material mark-up, and unit pricing. proposed fees shall include all overhead and expenses. statement the Include a that, to best of proposer's knowledge and experience, all proposed costs are reasonable and customary. The City reserves the right to negotiate with the successful bidders additional capital improvement projects of an expanded scope with successful negotiations being subject of contract amendments.

4. Value Added Information

Provide any additional information that may assist in the evaluation of the firm and/or the proposal. Optional information may include location of offices, other available business resources, and any other information that would be beneficial to the City in assessing and completing repairs.

VI. EVALUATION AND AWARD

The City of Naples shall evaluate proposals using the following list of criteria.

Qualifications and Financial Strength 35 POINTS MAX.
Response Approach to Work Orders 25 POINTS MAX.
Compensation Schedule 30 POINTS MAX.
Value Added Information 10 POINTS MAX.

Award of this RFP shall be made to the proposer(s) who, in the sole opinion of the City of Naples would best satisfy the needs of the City of Naples.

VII. GENERAL TERMS & CONDITIONS

1. QUESTIONS OR CLARIFICATIONS

for clarification must Any questions or requests submitted in written form to City of Naples Purchasing Division. The City of Naples shall not be responsible for oral interpretations given by any City of Naples employee, representative, or others. The issuance of a addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposal, the City of Naples will attempt to notify all prospective proposers who have secured same, however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact City of Naples Purchasing at (239) 213-7100, to determine if addenda were issued. Any question or request must include the RFP number and title.

2. SUBMITTAL REQUIREMENTS

Proposals shall be submitted to The Purchasing Division located at 735 8th Street South, Naples, Florida, 34102, before the time and date stated on the cover sheet. Any proposals received after the stated time and date will not be considered. The required number of signed proposal copies shall be submitted in one clearly marked sealed package. Furnish One (1) original and six (6) copies.

3. LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

4. PROPOSAL EXPENSES

All proposal preparation expenses are to be borne by the proposer.

5. DISCLOSURE

Upon opening, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

6. RESERVED RIGHTS

The City of Naples reserves the right to accept or reject any and/or all proposals in whole and/or in part, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the submission date may or may not be rejected by the City of Naples, depending on available competition and timely needs of the City of Naples. The City of Naples reserves the right to award the contract to a responsible proposer responsive proposal, with submitting a a resulting negotiated agreement which is most advantageous and in the best interests of the City of Naples. The City of Naples shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City of Naples reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the

work or service requested. The proposer shall provide information the City of Naples deems necessary to make this determination. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA, verification of equipment and personnel availability, and past performance records.

7. APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida, Collier County, and the City of Naples. All applicable laws and regulations of the State of Florida and ordinances and regulations of City of Naples will apply to any resulting agreement.

8. CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for City of Naples.

9. COLLUSION

By offering a response to this Request for Proposal the proposer certifies that he/she has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;

- b. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. The only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the proposer for the purpose of doing business.

10. SUBCONTRACTING

Contractors shall obtain prior written approval from the City of Naples for any subcontractors. A subcontractor shall be considered any individual, partnership or corporation supplying materials or service for work under subcontract to the Contractor.

11. DIRECT PURCHASE

The City of Naples reserves the right, at its sole option, to issue direct purchase orders for applicable supplies and equipment related to this project.

12. PROPOSAL TERM

The Proposal shall remain in effect for 120 calendar days after the closing date of the Request for Proposals, unless otherwise stipulated in the Proposal.

13. LOBBYING

Proposers, their agents and associates shall not contact or solicit any City of Naples Council member, City of Naples employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City of Naples. Only the City of Naples Purchasing Division shall be contacted for inquiries to the subject RFP.

14. PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, 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 or 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.

15. EQUAL EMPLOYMENT OPPORTUNITY

City of Naples, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

16. AMERICANS WITH DISABILITIES ACT

The Council of the City of Naples, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the City of Naples's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty-four (24) hours in advance of the activity.

Sanitary Sewer Bid Schedule:

| ITEM | | | UNIT | |
|--------------|--|------------|-------|--|
| NO. | DESCRIPTION | UNIT | PRICE | |
| | | | | |
| A. Traffic (| Control | | | |
| | | | | |
| a. | Traffic Control County Road (per day) | LS | | |
| b. | Traffic Control County Road (per week) | LS | | |
| | | | | |
| | | | | |
| B. Sanitary | / Sewer Line Cleaning | | | |
| | | | | |
| a. | Medium Cleaning | | | |
| 1. | 6" diameter | LF | | |
| 2. | 8" diameter | LF | | |
| 3. | 10" diameter | LF | | |
| 4. | 12" diameter | LF | | |
| | | | | |
| b. | Heavy Cleaning | | | |
| 1. | 6" diameter | LF | | |
| 2. | 8" diameter | LF | | |
| 3. | 10" diameter | LF | | |
| 4. | 12" diameter | LF | | |
| | | | | |
| C. | Tuberculation | | | |
| 1. | 6" diameter | LF | | |
| 2. | 8" diameter | LF | | |
| 3. | 10" diameter | LF | | |
| 4. | 12" diameter | LF | | |
| _ | | | | |
| d. | Root Removal | | | |
| 1. | 6" diameter | LF | | |
| 2. | 8" diameter | LF | | |
| 3. | 10" diameter | LF | | |
| 4. | 12" diameter | <u>L</u> F | | |
| | | | | |
| C Canita | , Sower Pofurbishment | | | |
| C. Sanitary | C. Sanitary Sewer Refurbishment | | | |

| 4 0100 11 | | | |
|-------------|---------------------------------|-----------|--|
| 1. CIPP lin | | | |
| a. | 6" diameter | . – | |
| 1. | 4.5 mm nominal thickness (.177) | LF | |
| | Oll Provider | | |
| b. | 8" diameter | | |
| 1. | 6.0 mm nominal thickness (.236) | LF . – | |
| 2. | 7.5 mm nominal thickness (.295) | LF | |
| 3. | 9.0 mm nominal thickness (.354) | LF | |
| | 40" !: | | |
| C. | 10" diameter | | |
| 1. | 6.0 mm nominal thickness (.236) | LF . – | |
| 2. | 7.5 mm nominal thickness (.295) | LF · – | |
| 3. | 9.0 mm nominal thickness (.354) | LF | |
| | | | |
| | | | |
| d. | 12" diameter | . – | |
| 1. | 6.0 mm nominal thickness (.236) | LF . – | |
| 2. | 7.5 mm nominal thickness (.295) | LF · – | |
| 3. | 9.0 mm nominal thickness (.354) | LF | |
| | | | |
| 0.0 () | LOIDDIII | | |
| | I CIPP Lining | | |
| a. | 6" diameter | | |
| 1. | Š . | EA | |
| 2. | 4' in length | EA | |
| 3. | 6' in length | EA | |
| 4. | 8' in length | EA | |
| | | | |
| b. | 8" diameter | | |
| 1. | 3' in length | EA | |
| 2. | 4' in length | EA | |
| 3. | 6' in length | EA | |
| 4. | 8' in length | EA | |
| | | | |
| C. | 10" diameter | | |
| 1. | 3' in length | EA | |
| 2. | 4' in length | EA | |

| 3. | 6' in length | EA |
|--------------|---|----|
| 4. | 8' in length | EA |
| | | |
| d. | 12" diameter | |
| 1. | 3' in length | EA |
| 2. | 4' in length | EA |
| 3. | 6' in length | EA |
| 4. | 8' in length | EA |
| | | |
| 3. Lateral C | CIPP Lining | |
| | | |
| a. | Top hat / full wrap – up to 36 inches | |
| 1. | Four (4) inch lateral connection | EA |
| 2. | Six (6) inch lateral connection | EA |
| 3. | Eight (8) inch lateral connection | EA |
| b. | Lateral lining 0 to 30' | EA |
| C. | Additional lateral lining >30' | LF |
| d. | Lateral cutout | EA |
| e. | Lateral grout | EA |
| | | |
| 4. Manhole | /Lift Station Refurbishment | |
| a. | Interior Manhole Application (Precast) | SF |
| b. | Interior Manhole Application (Brick) | SF |
| C. | Interior Lift Station Application (Precast) | SF |
| d. | Interior Lift Station Application (Brick) | SF |
| e. | Bench/Invert Repair | EA |
| | | |
| 5. Cleanou | Installation | |
| a. | Four (4) inch cleanout | EA |
| b. | Six (6) inch cleanout | EA |
| C. | Eight (8) inch cleanout | EA |
| | | |
| | | |

Explanation

A. Traffic Control:

a&b. Payment for maintenance of traffic (County Road) shall be made at the Contractor's lump sum unit price per each day/week traffic maintenance is required, to perform the assigned work. traffic provisions must conform to the Maintenance of requirements of the governmental agency having jurisdiction over the right-of-way (Collier County). The Contractor unit shall include full compensation for all materials, and equipment required to setup; permit, maintain and remove all necessary maintenance of traffic provisions, in accordance with the specifications.

B. Sewer Line Cleaning

a-d. Payment for cleaning, for the various pipe diameter ranges and categories, shall be made at the Contractor's corresponding unit price per linear foot of lines cleaned and accepted, as determined by the City. Cleaning is defined as the removal of material, roots, grease, tuberculation, pre-existing liner systems, and/or debris where the level of debris. The unit price for cleaning shall be inclusive of all equipment, material, labor, maintenance of traffic within City right-of-way, and all resources necessary for the removal and disposal of such material; and shall be paid for the actual lineal feet cleaned and accepted. Measurement shall be along the center line of the pipe for the actual length of pipe cleaned.

Medium cleaning refers to the removal of ¼ to ½ diameter or less of sand and/or debris from a section of pipe. Heavy cleaning refers to the removal of greater than ½ diameter or less of sand and/or debris from a section of pipe.

C. CIPP Lining - Sanitary Sewer:

1, 2, & 3. Payment for CIPP lining for the various pipe diameter ranges and categories shall be made at the Contractor's corresponding unit price for pipe refurbished with CIPP technology. CIPP refers to the installation of a resin based impregnated, cured-in-place pipe by external heat source within the existing sewer pipe. All sources of heat for sanitary sewer liner installations shall be utilized with water ONLY (steam will not be an acceptable method for sanitary sewer liner installations). The unit prices for CIPP

lining shall be inclusive of all equipment, material, labor, mobilization/demobilization, dewatering, bypassing (including set-up and operation for the various pipe/pump diameter ranges and categories, equipment, material, labor, or resources necessary (including power generation, tanks, trucks, vacuum trucks) for the by-passing as required to perform the work specified in the task order); light cleaning (light cleaning refers to the removal of ¼ diameter or less of sand and/or debris from a section of pipe); disposal of material, TV inspections (including written inspection reports and video (dvd) for all work performed); maintenance of traffic within right-of-way, and resources necessary for the CIPP refurbishment and shall be paid for the actual lineal feet (or each for sectional linings) installed as accepted by the City. Measurement shall be along the center line of the pipe for the actual length of CIPP installed.

- 4. Payment for manhole/lift station refurbishment for the various manholes and lift station categories shall be made at the Contractor's corresponding unit price for the application. Application refers to the installation of an approved coating system per the City's specifications (02607 and 02608). The unit prices for manhole/lift station refurbishment shall be inclusive of all equipment, material, labor, and resources necessary for the refurbishment and shall be paid for the actual square feet (or each for bench/invert repairs) covered as accepted by the City.
- 5. Payment for cleanout installation for the various sizes shall be made at the Contractor's corresponding unit price for each. Cleanout installation shall be per the City's specifications and standard details. The unit prices for cleanout installation shall be inclusive of all equipment, material, labor, and resources necessary for the installation of cleanouts of various sizes as accepted by the City.

Stormwater Bid Schedule:

| ITEM | | | UNIT |
|------------|------------------------|----------|-------|
| NO. | DESCRIPTION | UNIT | PRICE |
| | Dagetti Helv | 0 | |
| D. Storm S | ewer Cleaning | | |
| | • | | |
| a. | Medium Cleaning | | |
| 1. | 8" - 12" diameter | LF | |
| 2. | 14" - 18" diameter | LF | |
| 3. | 20" - 24" diameter | LF | |
| 4. | 27" - 42" diameter | LF | |
| 5. | 48" - 72" diameter | LF | |
| | | | |
| b. | Heavy Cleaning | | |
| 1. | 8" – 12" diameter | LF | |
| 2. | 14" - 18" diameter | LF | |
| 3. | 20" – 24" diameter | LF | |
| 4. | 27" - 42" diameter | LF | |
| 5. | 48" - 72" diameter | LF | |
| | | | |
| C. | Tuberculation Cleaning | | |
| 1. | 8" – 12" diameter | LF | |
| | 14" - 18" diameter | LF | |
| 3. | 20" - 24" diameter | LF | |
| | 27" - 42" diameter | LF | |
| 5. | 48" - 72" diameter | LF | |
| _ | | | |
| d. | Root Removal | | |
| 1. | 8" – 12" diameter | LF | |
| 2. | 14" - 18" diameter | LF | |
| 3. | 20" – 24" diameter | LF | |
| 4. | 27" - 42" diameter | LF | |
| 5. | 48" - 72" diameter | LF | |
| | | | |
| F 645 0 | avier Definishment | | |
| E. Storm S | ewer Refurbishment | | |
|] | | | |

| 1. CIPP Li | nina | | |
|-------------|---|----|--|
| i. Cii i Li | | | |
| a. | 8" diameter | | |
| 1. | | LF | |
| 2. | <u> </u> | LF | |
| 3. | | LF | |
| 4. | | LF | |
| | | | |
| b. | 12" diameter | | |
| 1. | 6.0 mm nominal thickness (.236) | LF | |
| 2. | 7.5 mm nominal thickness (.295) | LF | |
| 3. | 9.0 mm nominal thickness (.354) | LF | |
| 4. | 1.5 mm thickness increase exceeding 9.0 mm | LF | |
| | | | |
| C. | 15" diameter | | |
| 1. | 6.0 mm nominal thickness (.236) | LF | |
| 2. | 7.5 mm nominal thickness (.295) | LF | |
| 3. | 9.0 mm nominal thickness (.354) | LF | |
| 4. | 1.5 mm thickness increase exceeding 9.0 mm | LF | |
| d. | 18" diameter | | |
| 1. | 6.0 mm nominal thickness (.236) | LF | |
| 2. | 7.5 mm nominal thickness (.295) | LF | |
| 3. | 9.0 mm nominal thickness (.354) | LF | |
| 4. | 10.5 mm nominal thickness (.413) | LF | |
| 5. | 1.5 mm thickness increase exceeding 10.5 mm | LF | |
| e. | 21" diameter | | |
| 1. | | LF | |
| 2. | 7.5 mm nominal thickness (.295) | LF | |
| 3. | , , , | LF | |
| 4. | 10.5 mm nominal thickness (.413) | LF | |
| 5. | 12.0 mm nominal thickness (.472) | LF | |
| 6. | ` ' | LF | |
| | | | |
| f. | 24" diameter | | |
| 1. | | LF | |
| 2. | <u> </u> | LF | |
| 3. | 12.0 mm nominal thickness (.472) | LF | |

| | 12 F mm naminal thickness (F24) | 1.5 | |
|----|---|-----|--|
| 4. | 13.5 mm nominal thickness (.531) | LF | |
| 5. | 15.0 mm nominal thickness (.591) | LF | |
| 6. | 1.5 mm thickness increase exceeding 15.0 mm | LF | |
| | <u> </u> | | |
| g. | 27" diameter | | |
| 1. | 9.0 mm nominal thickness (.354) | LF | |
| 2. | 10.5 mm nominal thickness (.413) | LF | |
| 3. | 12.0 mm nominal thickness (.472) | LF | |
| 4. | 13.5 mm nominal thickness (.531) | LF | |
| 5. | 15.0 mm nominal thickness (.591) | LF | |
| 6. | 1.5 mm thickness increase exceeding 15.0 mm | LF | |
| | | | |
| h. | 30" diameter | | |
| 1. | 9.0 mm nominal thickness (.354) | LF | |
| 2. | 10.5 mm nominal thickness (.413) | LF | |
| 3. | 12.0 mm nominal thickness (.472) | LF | |
| 4. | 13.5 mm nominal thickness (.531) | LF | |
| 5. | 15.0 mm nominal thickness (.591) | LF | |
| 6. | 1.5 mm thickness increase exceeding 15.0 mm | LF | |
| | | | |
| i. | 36" diameter | | |
| 1. | 10.5 mm nominal thickness (.413) | LF | |
| 2. | 12.0 mm nominal thickness (.472) | LF | |
| 3. | 13.5 mm nominal thickness (.531) | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| 5. | 16.5 mm nominal thickness (.650) | LF | |
| 6. | 18.0 mm nominal thickness (.709) | | |
| 7. | 1.5 mm thickness increase exceeding 18.0 mm | LF | |
| | | | |
| j. | 42" diameter | | |
| 1. | 10.5 mm nominal thickness (.413) | LF | |
| 2. | 12.0 mm nominal thickness (.472) | LF | |
| 3. | 13.5 mm nominal thickness (.531) | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| 5. | 16.5 mm nominal thickness (.650) | LF | |
| 6. | 18.0 mm nominal thickness (.709) | | |
| 7. | 1.5 mm thickness increase exceeding 18.0 mm | LF | |
| | The manufacture increase exceeding 10.0 min | | |
| k. | 48" diameter | | |
| | 10 didiffold | 1 | |

| 1. | 10.5 mm nominal thickness (.413) | LF | |
|-----|---|----|---|
| 2. | 12.0 mm nominal thickness (.472) | LF | |
| 3. | 13.5 mm nominal thickness (.531) | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| 5. | 16.5 mm nominal thickness (.650) | LF | |
| 6. | 18.0 mm nominal thickness (.709) | LF | |
| 7. | 19.5 mm nominal thickness (.768) | LF | |
| 8. | 21.0 mm nominal thickness (.827) | LF | |
| 9. | 1.5 mm thickness increase exceeding 21.0 mm | LF | |
| | | | |
| l. | 52" diameter | | |
| 1. | 10.5 mm nominal thickness (.413) | LF | |
| 2. | 12.0 mm nominal thickness (.472) | LF | _ |
| 3. | 13.5 mm nominal thickness (.531) | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| 5. | 16.5 mm nominal thickness (.650) | LF | |
| 6. | 18.0 mm nominal thickness (.709) | LF | |
| 7. | 19.5 mm nominal thickness (.768) | LF | |
| 8. | 21.0 mm nominal thickness (.827) | LF | |
| 9. | 22.5 mm nominal thickness (.886) | LF | |
| 10. | | LF | |
| | | | |
| m. | 54" diameter | | |
| 1. | 10.5 mm nominal thickness (.413) | LF | |
| 2. | 12.0 mm nominal thickness (.472) | LF | |
| 3. | | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| 5. | 16.5 mm nominal thickness (.650) | LF | |
| 6. | 18.0 mm nominal thickness (.709) | LF | |
| 7. | 19.5 mm nominal thickness (.768) | LF | |
| 8. | 21.0 mm nominal thickness (.827) | LF | _ |
| 9. | 22.5 mm nominal thickness (.886) | LF | |
| 10. | 1.5 mm thickness increase exceeding 22.5 mm | LF | |
| | | | |
| n. | 60" diameter | | |
| 1. | 10.5 mm nominal thickness (.413) | LF | |
| 2. | 12.0 mm nominal thickness (.472) | LF | |
| 3. | 13.5 mm nominal thickness (.531) | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| | \ / | | |

| 5. | 16.5 mm nominal thickness (.650) | LF | |
|-------------|---|----|---|
| 6. | 18.0 mm nominal thickness (.709) | LF | |
| 7. | 19.5 mm nominal thickness (.768) | LF | |
| 8. | 21.0 mm nominal thickness (.827) | LF | |
| 9. | 22.5 mm nominal thickness (.886) | LF | |
| 10. | 1.5 mm thickness increase exceeding 22.5 mm | LF | |
| | | | |
| 0. | 72" diameter | | |
| 1. | 10.5 mm nominal thickness (.413) | LF | |
| 2. | 12.0 mm nominal thickness (.472) | LF | |
| 3. | 13.5 mm nominal thickness (.531) | LF | |
| 4. | 15.0 mm nominal thickness (.591) | LF | |
| 5. | 16.5 mm nominal thickness (.650) | LF | |
| 6. | 18.0 mm nominal thickness (.709) | LF | |
| 7. | 19.5 mm nominal thickness (.768) | LF | |
| 8. | 21.0 mm nominal thickness (.827) | LF | |
| 9. | 22.5 mm nominal thickness (.886) | LF | |
| 10. | 1.5 mm thickness increase exceeding 22.5 mm | LF | |
| | | | |
| | | | |
| 2. Sectiona | l Lining | | |
| a. | 6" diameter (3' in length) | EA | |
| | 8" diameter (3' in length) | EA | |
| | 10" diameter (3' in length) | EA | |
| | 12" diameter (3' in length) | EA | |
| | 18" diameter (3' in length) | EA | |
| | 20" diameter (3' in length) | EA | |
| | 24" diameter (3' in length) | EA | |
| | 36" diameter (3' in length) | EA | |
| | 48" diameter (3' in length) | EA | |
| | 60" diameter (3' in length) | EA | |
| | 72" diameter (3' in length) | EA | |
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Explanation

D. Storm Sewer Line Cleaning

a-d. Payment for cleaning, for the various pipe diameter ranges and categories, shall be made at the Contractor's corresponding unit price per linear foot of lines cleaned and accepted, as determined by the City. Cleaning is defined as the removal of material, roots, grease, tuberculation, pre-existing liner systems, and/or debris where the level of debris. The unit price for cleaning shall be inclusive of all equipment, material, labor, maintenance of traffic within City right-of-way, or resources necessary for the removal and disposal of such material, and shall be paid for the actual lineal feet cleaned. Measurement shall be along the center line of the pipe for the actual length of pipe cleaned.

Medium cleaning refers to the removal of ½ to ½ diameter or less of sand and/or debris from a section of pipe. Heavy cleaning refers to the removal of greater than ½ diameter or less of sand and/or debris from a section of pipe

E. CIPP Lining - Storm Sewer:

1 & 2. Payment for CIPP lining for the various pipe diameter ranges and categories shall be made at the Contractor's corresponding unit price for pipe refurbished with CIPP technology. CIPP refers to the installation of a resin based impregnated, cured-in-place pipe by external heat source within the existing sewer pipe. The unit prices for CIPP lining shall be inclusive of all equipment, material, labor, mobilization/demobilization, dewatering, bypassing (including set-up and operation for the various pipe/pump diameter ranges and categories, equipment, material, labor, or resources necessary (including power generation, tanks, trucks, vacuum trucks) for the by-passing as required to perform the work specified in the task order); light cleaning (light cleaning refers to the removal of ¼ diameter or less of sand and/or debris from a section of pipe); disposal of material, TV inspections (including written inspection reports and video (dvd) for all work performed); maintenance of traffic within City right-of-way, and resources necessary for the CIPP refurbishment and shall be paid for the actual lineal feet (or each for sectional linings) installed as accepted by the City. Measurement shall be along the center line of the pipe for the actual length of CIPP installed.