



# REQUEST FOR PROPOSAL

**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**

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

NOTIFICATION DATE:  <b>5/13/13</b>	TITLE  <b>Lowdermilk Park Concession</b>	NUMBER:  <b>032-13</b>	OPENING DATE & TIME:  <b>6/06/13 2:00 PM</b>
<b>PRE-PROPOSAL DATE, TIME AND LOCATION:</b> Non-mandatory Pre-Bid Meeting will be held May 23, 2013; 10:00 AM local time; Naples City Hall, Purchasing Division, 735 8 <sup>th</sup> Street - South, Naples FL, 34102			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
<p>I certify that this 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 bid 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.</p>			
Please initial by all that apply I acknowledge receipt 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 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 [www.naplesgov.com](http://www.naplesgov.com)

## GENERAL CONDITIONS

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

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

**2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

**3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

**4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

**5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.

**6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

**A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

**B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

**C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

**F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

**7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

**10. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

**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 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, 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 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.

**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 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.

**50. 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.

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

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

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



## GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the 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 8<sup>th</sup> 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 Invitation to Proposal or 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 \_\_\_\_\_

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 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:** \_\_\_\_\_

## SPECIAL CONDITIONS

**A. TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project.

**B. PROHIBITION OF CONTACT**

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

**C. REFERENCES**

Bidder must submit a minimum of three references on the form provided

**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 basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an “or equal” item is proposed, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an “or equal” item. If the substitution or the “or equal” item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the “or equal” item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or “or equal” equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

**F. 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.** (Also please refer to Page 28, Proposal Sheet, of this document regarding security).

**G. QUESTIONS**

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

**Direct all questions to:**  
**Gerald “Jed” Secory, MBA / CPPO / CPM**  
**Purchasing Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)

## 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"> <li>Submit one (1) original signature and five (5) copy of to your original bid proposal / document <u>AND</u> a Windows© compatible PDF on a CD that is clearly labeled containing a copy of the original document.</li> </ul>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	
<ul style="list-style-type: none"> <li>Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.</li> </ul>	
<ul style="list-style-type: none"> <li>Be sure the bid 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 vendor.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid proposal / document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the bid cover page. The mailing envelope must be addressed to:  <div style="text-align: center;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	
<p>The mailing envelope should be sealed and marked with:</p> <div style="text-align: center;">                     BID Number                      BID Title                      BID Opening Date                 </div>	

**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.*

**Lowdermilk Concessions  
Scope**

**GENERAL REQUIREMENTS**

**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 contractor will operate the concession facility at Lowdermilk Park for a term of thirty-six months, effective on or about August 23, 2013. 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:  
8:00AM to Sunset, January thru April  
9:00AM to Sunset, May thru December  
It will up to the contractor to specify actual times depending on weather, season and other factors. Must open no later than 9:30am and close no earlier than 4:00 pm daily.
2. At the Contractor's discretion, the concession stand may be open earlier or later for special activities or events with prior approval from the Community Services Director.
3. At the Contractor's discretion, the concession stand may be closed on Thanksgiving Day and Christmas Day.
3. The Contractor must have previously operated a related or similar type of business for a minimum period of 5 years.
4. The contractor will be permitted to have ambient music piped onto the concession pavilion area only, at the contractor's expense. Amplified music will not be permitted at any other portion of the park or beach.
6. The concession stand will not have commercial lighting of any type, including signage.
7. If the contractor chooses to install a security alarm system, it will be of the non-audible type, and approved by the Community Services Director.
9. Contractor will endeavor to insure that any deliveries of food, supplies, etc., will occur in the early part of the business day.



10. The Contractor will be permitted to maintain cooking equipment according to list in Section H of this document.
11. The Contractor 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.
12. The rental of fishing equipment will not be permitted.
13. All appliances and fixtures purchased by the vendor will remain the property of the vendor.
14. All permanently attached improvements to the facility would stay and become the property of the City of Naples.

**D. PRE-PROPOSAL CONFERENCE**

Specific questions concerning the RFP must be submitted in writing no later than ten 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 Vendors 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 Proposers concerning this Request for Proposal shall be submitted in writing to the City of Naples, Purchasing Division, 735 8<sup>th</sup> Street South, Naples, Florida 34102.

## **F PROPOSAL FORMAT & PRE-QUALIFICATION SUBMISSION**

The procedure outlined in the Request for Proposal must be followed. Submit one (1) original signature and five (5) copy of to your original bid proposal / document AND a Windows© compatible PDF on a CD that is clearly labeled containing a copy of the original document. 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 must contain:**

1. Tab 1, Proposer Identification Sheet - Proposers shall complete and return the Proposer Identification Sheet with their proposal. Your signature on this sheet will acknowledge that you agree to paying the City of Naples a fee of 20% of gross proceeds (gross, minus sales tax).
2. Tab 2, Business Plan - 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 - The Proposer shall furnish references 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.
  4. Tab 4, Resume' of Related Business Experience - 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 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 - Proposer shall submit financial statements which include a balance sheet as of June 30, 2012 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, 2012. 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. CONTRACTOR 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 listed equipment.
2. **Not Permitted**
  - a) Alcoholic Beverages of any sort
  - b) Plastic drink covers or straws
  - c) Contractor 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. SOUVENIERS**

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

**L. 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 and toys may be allowed with prior approval of Community Services Director. (Purchase, storage, security, maintenance, etc., will be responsibility of the contractor, within limitations.)

**2. Not Permitted**

Water sports equipment, boat rentals, etc.

**M 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.

**N. UTILITY AND PHONE CHARGES**

The City will provide electricity and a City phone. Any other phone lines, fax lines, etc., will be at the contractor's expense.

**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 right is reserved by the City of Naples 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 Contractor 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 Contractor 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, Contractor'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 Contractor 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 vendor invoices and canceled checks payable to either the vendor or the imprest fund.
  - h) All checks written on the Contractor'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 Contractor 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 Contractor 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) Contract Management 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 vendor's invoice.
- Be issued to customers sequentially; any breaks in the numbering sequences must be explained.

2) Contract Management 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 vendor's invoice at a minimum.
- Be issued to customers sequentially. Any breaks in the numbering sequence must be explained.

2) Contract Management 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).

PROPOSER IDENTIFICATION SHEET

PROPOSER:

\_\_\_\_\_

REPRESENTED BY:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

NAME/TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

TELEPHONE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

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

CORPORATION CHARTER NUMBER:

\_\_\_\_\_

EXPIRATION DATE:

\_\_\_\_\_

**PROPOSAL SHEET**

**PROPOSAL NUMBER 032-13**

I, the Contractor, agree to pay the City of Naples as compensation for this Concession Agreement, a monthly concession 18% of gross sales (less sales tax) for all operations covered by this concession.

I, the Contractor, shall post with the City of Naples, upon the execution of an agreement, the following security in the amount of \$1500.00 (Performance Bond, Letter of Credit, or Certified Check).

**All notices and orders given to me, the Contractor 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** \_\_\_\_\_

**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:** \_\_\_\_\_

**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 \_\_\_\_\_, 2013.

**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 \_\_\_\_\_, 2013.

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)



**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:**

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

**CONCESSIONAIRE: LOWDERMILK PARK**

	Gross +Profit Sales	Commission Paid	Operating Expense	-Loss
1. <b>Food, Drink and Retail Sales</b> Comments:	_____	_____	_____	_____
<hr/>				
2. <b>Equipment Rental:</b> Comments:	_____	_____	_____	_____
<hr/>				
3. <b>Other (identify)</b> Comments:	_____	_____	_____	_____
<hr/>				
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: \_\_\_\_\_

**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/ 20% 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

# # #