



REQUEST FOR PROPOSAL

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

COVER SHEET

NOTIFICATION DATE: 05/30/2024	TITLE Landscape Maintenance Services - RFP	SOLICITATION NUMBER: 24-020	OPENING DATE & TIME: 7/02/2024 2:00 PM
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: A non-mandatory Pre-Proposal conference will be held June 11, 2024 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102			
Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 06/23/2024. <p style="text-align: center;"> Direct all questions to: Felix Gomez, CPPB, NIGP-CPP Procurement and Contracts Manager City of Naples, Purchasing Division 735 8th Street South Naples, Florida 34102 PH: (239) 213-7101 FX: (239) 213-7105 Fgomez@naplesgov.com </p>			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME/TITLE			
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p>			
<p style="text-align: center;"> FEI/EIN Number _____ DUNS Number _____ </p>			
<p style="text-align: center; color: red;">Please initial by all that apply, I acknowledge receipt/ review of the following addendum</p>			
<p style="text-align: center;"> _____ Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____ Addendum #5 _____ Addendum #6 _____ Addendum #7 _____ Addendum #8 </p>			

PLEASE NOTE THE FOLLOWING

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with solicitation number & opening date.
- > All submissions must be received, and date stamped by Purchasing staff prior to the above "OPENING DATE & TIME".
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

GENERAL CONDITIONS

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

- 1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
- 3. BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
- 4. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- 7. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- 8. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
- 9. PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery

to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

- A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City- owned real property.
 - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
 - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
 - G. **CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog

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

12. SPECIAL CONDITIONS: The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.

13. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

14. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

15. CONE OF SILENCE: "Cone of Silence" means a prohibition on any

communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Code of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

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

17. 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.)

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

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

19. 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.

- 20. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 27. 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.
- 28. 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.
- 29. 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.

- 30. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity”.
- 31. 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.
- 32. 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

- 33. 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.
- 34. 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.
- 35. 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.
- 36. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to

the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.

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

38. 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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. CHANGE ORDERS: The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2-667.(7)(a)(b).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits

7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

45. AWARDED CONTRACT: An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.

46. RATE ADJUSTMENTS: Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. By unit prices specified in the Contract or subsequently agreed upon;
3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
4. In such other manner as the parties may mutually agree; or
5. In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.

47. 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 subcontractors is the responsibility solely of the contractor.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

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

63. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE: If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S.,

Naples, Florida 34102; Mailing address: same as street address.

64. FLORIDA PUBLIC RECORDS LAW: In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

If the contractor, vendor, firm, or proposer considers any portion of any documents, data, or records submitted to the City to be a confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor, vendor, firm, or proposer must simultaneously provide the City Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure. If contractor, vendor, firm, or proposer fails to submit a redacted copy of documents, data, or other records it claims is confidential, the City is authorized to produce all documents, data, and other records submitted to the City in answer to a public records request for these records.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

Note: Proposer's References and Proposal Cost or Price will be deemed a public record, and if a claim of confidentiality is made, the City may deem the

proposal non-responsive.

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

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

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

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

STATEMENT OF NO BID/PROPOSAL

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

Please return via email to purchasing@naplesgov.com or by mail to:

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

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

Bid # _____

Bid Title: _____

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

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

Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

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

Solicitation No. _____ RFP/ITB Title: _____

Bidder/Respondent Name: _____

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

Relationship with Bidder/Respondent: _____

Title of last project: _____

Year last project completed _____

Contract Start/End Dates: _____

Contract Amount: \$ _____

How many projects performed: _____

Overall Performance: _____

Management Ability: _____

Ability to meet time schedule: _____

Ability of control costs: _____

Problems encountered: _____

Quality of Personnel: _____

How well Contractor coordinated with Owner: _____

Cooperation or Lack Thereof: _____

Quality of Subcontractors: _____

Subcontractor Payment Issues: _____

Were there any conflicts, disputes, or other problems:

Yes No

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

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

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

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Name of Company

Address of Company

Telephone No.

Email address:

Date: _____

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

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

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence no earlier than October 1, 2024, and will be in place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then-current term.

B. PROHIBITION OF CONTACT

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

C. MINIMUM QUALIFICATION

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as "Active". Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as "Active" Report must contain a footer that contains the date the document was printed. Printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

D. REFERENCES

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify required experience will cause the Vendor to be deemed nonresponsive.

E. STATEMENT OF NO PROPOSAL

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

F. PROPOSAL FORMAT

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

G. BID SECURITY / BID BOND

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid. Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

H. QUESTIONS

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

Direct all questions to:
Felix Gomez, CPPB, NIGP-CPP
Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7101 FX: (239) 213-7105
fgomez@naplesgov.com

SUBMISSION CHECKLIST

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

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Acknowledgement of Business Type, Certificates of Insurance, Immigration Law Affidavit Certification, and Federal Contract Provision & Assurances Forms.</u>	
Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: <ol style="list-style-type: none"> 1. The Proposal has been signed. 2. Proposal addressed the evaluation criteria. 3. Proposal prices offered have been reviewed. 4. The price extensions and totals have been checked. 5. Tab format was followed. 	
Bid document needs to be received by the <u>OPENING DATE & TIME</u> indicated on the <u>Cover Sheet</u> . The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div>	
The mailing envelope must be sealed and marked with: Bid Number: 24-020 Title: Landscape Maintenance Services - RFP Opening Date: 7/02/2024 Company Name: Contact information:	

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

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

24-020 Landscape Maintenance Services - RFP Schedule of Values

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Sub-Group - GENERAL							
Beachend	1	3600 beach end, to include grass area from Gordon to beach	Beach End Services	Monday	\$	52	\$
Beachend	2	33rd Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	3	32nd Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	4	21st Avenue South beach walk	Beach End Services	Monday	\$	52	\$
Beachend	5	19th Avenue South beach walk	Beach End Services & Clusia hedge to be maintained at 12 feet & below power line	Monday	\$	52	\$
Beachend	6	18th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	7	17th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	8	16th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	9	15th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	10	14th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	11	13th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	12	Naples Pier - 12th Ave. S. beach end to include N. & S. ROW to Gulfshore Blvd South & W ROW immediately on Gulfshore Blvd S., N of 12th Ave S; to include lot at 12th Ave. S. & 12th Ave. S. from 2nd St. S. to Gulf Shore Blvd. S. from sidewalk to str. along N ROW to include parking areas	Standard Services & Includes buffer along alley to south of lot	Monday	\$	52	\$
Beachend	13	Broad Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	14	11th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	15	10th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	16	9th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	17	8th Avenue South beach end	Beach End Services & Plant maintenance only; sod is mowed by City Staff	Monday	\$	52	\$
Beachend	18	7th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	19	6th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	20	5th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	21	4th Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	22	3rd Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	23	2nd Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	24	1st Avenue South beach end	Beach End Services	Monday	\$	52	\$
Beachend	25	Central Avenue beach end	Beach End Services	Monday	\$	52	\$
Beachend	26	1st Avenue North beach end	Beach End Services	Monday	\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Beachend	27	2nd Avenue North beach end	Beach End Services	Monday	\$	52	\$
Beachend	28	3rd Avenue North beach end	Beach End Services	Monday	\$	52	\$
Beachend	29	4th Avenue North beach end	Beach End Services	Monday	\$	52	\$
Beachend	30	6th Avenue North beach end	Beach End Services	Monday	\$	52	\$
Beachend	31	North Lake Drive beach end	Beach End Services	Monday	\$	52	\$
Beachend	32	7th Avenue North beach end	Beach End Services	Monday	\$	52	\$
Beachend	33	Via Miramar	Beach End Services & N. & S. hedges to be maintained top & parking lot side at 12 ft.	Monday	\$	52	\$
Beachend	34	Veldado Way	Beach End Services & N. & S. hedges to be maintained top & parking lot side at 12 ft.	Monday	\$	52	\$
Beachend	35	Horizon Way	Beach End Services & N. & S. hedges to be maintained top & parking lot side at 12 ft.	Monday	\$	52	\$
Cul-de-sac	36	Bay Road @ Gordon Drive	Standard Services		\$	52	\$
Median	37	Cove Lane median, off Gordon Dr.	Standard Services		\$	52	\$
ROW	38	Cutlass Lane north ROW from Gordon to 4101 Cutlass Lane	Standard Services & Hedge to be maintained street side only		\$	52	\$
Cul-de-sac	39	Cutlass Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	40	Champney Bay Court cul-de-sac	Standard Services		\$	52	\$
Median	41	Kingstown Drive medians from Gordon Drive to Rum Row	Standard Services & First median on Kingstown at Gordon is not included		\$	52	\$
Median	42	Green Dolphin Ln traffic island at Fort Charles Dr.	Standard Services		\$	52	\$
Cul-de-sac	43	Green Dolphin Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	44	Fort Charles Drive cul-de-sac	Standard Services		\$	52	\$
Median	45	Captains Place median, off Kingstown Drive	Standard Services		\$	52	\$
Cul-de-sac	46	Gin Lane cul-de-sac	Standard Services		\$	52	\$
Median	47	Nelsons Walk traffic island at Rum Row	Standard Services		\$	52	\$
Median	48	Nelsons Walk traffic island at Binnacle	Standard Services		\$	52	\$
Cul-de-sac	49	Nelson's Walk cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	50	Binnacle cul-de-sac	Standard Services		\$	52	\$
Median	51	Admiralty Parade, 3 traffic islands	Standard Services		\$	52	\$
Median	52	Treasure Lane traffic island at Kingstown Drive	Standard Services		\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Median	53	Galleon Drive at Spyglass Lane, 4 traffic islands	Standard Services		\$	52	\$
Cul-de-sac	54	Spyglass Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	55	Galleon Drive cul-de-sac	Standard Services		\$	52	\$
ROW	56	Lantern Lane ROW from Galleon Drive north to property line, than east to property line	Standard Services & Hedge to be maintained at 12 ft. top and street side; entry area & plants in N. ROW not included		\$	52	\$
Cul-de-sac	57	Forrest Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	58	21st Court South cul-de-sac	Standard Services		\$	52	\$
Parks/Public Areas	59	Riley Park on Gordon Dr. from 18th Ave S to 21st Ave S	Standard Services		\$	52	\$
Cul-de-sac	60	4th Street South cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	61	5th Street South cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	62	6th Street South cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	63	7th Street South cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	64	8th Street South cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	65	17th Avenue South (Aqua Circle) cul-de-sac	Standard Services		\$	52	\$
Median	66	3rd St. S. traffic island at 15th Ave. S.h	Standard Services		\$	52	\$
Median	67	Broad Ave. S. median at 4th St. S.	Standard Services		\$	52	\$
Median	68	Broad Ave. S. median from beachend to 2nd St. S.	Standard Services		\$	52	\$
Parks/Public Areas	69	Rogers Park at 1106 3rd Str. S.	Standard Services & Plants to be maintained as to not hang into water feature		\$	52	\$
ROW	70	Broad Ave. S., S. ROW from 9th St. S. to 4th St. S. from Broad Ave. S. to sidewalk	Standard Services		\$	52	\$
ROW	71	12th Ave. S., north & south ROW from 7th St. S. to City Dock to include traffic island and median	Standard Services		\$	52	\$
ROW	72	Outlook Point at 8th St. S. & 13th Ave. S.	Standard Services		\$	52	\$
Parks/Public Areas	73	The Landings at 1101 9th St.S.	Standard Services	Monday	\$	52	\$
Parks/Public Areas	74	Coconut Point Park at 10th Ave. S.	Standard Services		\$	52	\$
Parks/Public Areas	75	Lois Selfon Park @ 755 E. Lake Dr.	Standard Services; Mow ROW		\$	52	\$
Parks/Public Areas	76	City Hall & Fire Station #1 at 735 8th St. S.	Standard Services	Saturday	\$	52	\$
Parks/Public Areas	77	Parking area at 8th St. S. & 8th Ave. S.	Standard Services & Hedge along alley in parking lot to be maintained at 10 ft.	Saturday	\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Parks/Public Areas	78	Cambier Park, from alley to 8th Ave. S. & from 8th St. S. to Park St.	Standard Services & To include trimming of vines on trellis at Norris Center	Monday	\$	52	\$
Median	79	3rd Ave. S. medians from 2nd St. S. to 7th St. S.	Standard Services		\$	52	\$
Median	80	6th St. medians from 5th Ave.S. to 4th Ave. N.	Standard Services		\$	52	\$
Median	81	7th St. S. medians from 1st Ave. S. to 7th Ave. N.	Standard Services		\$	52	\$
Median	82	Central Ave. medians from 6th St. S. to Gulf Shore Blvd.	Standard Services		\$	52	\$
Median	83	4th Ave. N. ROW at Palm Circle E. & W.	Standard Services		\$	52	\$
Median	84	Palm Circle E. & W., 5 traffic islands	Standard Services		\$	52	\$
Parks/Public Areas	85	Alligator Lake E. Mini-park	Standard Services		\$	52	\$
Parks/Public Areas	86	Alligator Lake W. Mini-park	Standard Services		\$	52	\$
Median	87	7th Ave. N. medians & traffic islands from Goodlette-Frank Rd. to 3rd St. N.	Standard Services		\$	52	\$
ROW	88	7th Ave. N. ROW from Bougainvillea Rd. E. & W. at lake	Standard Services		\$	52	\$
Median	89	Gulf Shore Blvd. N. medians from traffic island at Oleander Dr. to bridge	Standard Services		\$	52	\$
Parks/Public Areas	90	Lowdermilk Park at 1301 Gulf Shore Blvd N.	Standard Services & Seagrape hedge on South side to be maintained at 12 ft.	Monday	\$	52	\$
Median	91	Banyan Blvd. medians from U.S.41 to Gulf Shore Blvd. N. to include traffic islands at Crayton R.	Standard Services		\$	52	\$
Cul-de-sac	92	Yucca Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	93	Hurricane Harbor cul-de-sac	Standard Services		\$	52	\$
Median	94	Crayton Rd. traffic island at Orchid Dr.	Standard Services		\$	52	\$
Parks/Public Areas	95	Orchid Linear Park, from Chevron Station south to Banyan Blvd.	Standard Services & Hedge to be maintained at 12 ft.		\$	52	\$
Cul-de-sac	96	Springline Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	97	Springline Drive cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	98	Spinnaker Court cul-de-sac	Standard Services		\$	52	\$
Median	99	Mooringline Dr. medians from U.S.41 to Gulf Shore Blvd. N.	Standard Services		\$	52	\$
Cul-de-sac	100	Bollard Place cul-de-sac	Standard Services		\$	52	\$
Median	101	Bowline Dr., 3 traffic islands from Crayton Rd. to Mooringline Dr.	Standard Services		\$	52	\$
Parks/Public Areas	102	Bowline Bend Park at Bowline Drive & Bowline Bend	Standard Services		\$	52	\$
Cul-de-sac	103	Windward Way cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	104	Putter Point Court cul-de-sac	Standard Services		\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Cul-de-sac	105	Putter Point Place cul-de-sac	Standard Services		\$	52	\$
Median	106	Putter Point traffic island at Crayton Road	Standard Services		\$	52	\$
Median	107	Harbour Drive medians from U.S.41 to Leeward Lane to include traffic islands at Crayton Road and Wedge Dr.	Standard Services		\$	52	\$
ROW	108	Wedge Drive east ROW from Harbor south to alley	Standard Services & Hedge to be maintained at 12 ft.		\$	52	\$
ROW	109	Riviera Drive east ROW from U.S.41 to Riviera Drive	Standard Services & Seagrape hedge to be maintained at 12 ft.		\$	52	\$
Cul-de-sac	110	Bay Point cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	111	Cuddy Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	112	Bahia Point cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	113	Regatta Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	114	Mermaids Bight cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	115	Fountainhead Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	116	Neptune Bight cul-de-sac	Standard Services		\$	52	\$
Median	117	Gulf Shore Boulevard North medians from Admiralty Point to Seagate including public parking areas	Standard Services		\$	52	\$
Median	118	Park Shore Drive medians from U.S. 41 to bridge	Standard Services; First median at US41 not included		\$	52	\$
Cul-de-sac	119	Bel Air Court cul-de-sac	Standard Services		\$	52	\$
Median	120	Old Trail Drive median at Belair Lane	Standard Services		\$	52	\$
Cul-de-sac	121	Old Trail Way cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	122	Willowhead Way cul-de-sac	Standard Services		\$	52	\$
Median	123	Old Trail Drive median at Park Shore Drive	Standard Services		\$	52	\$
Cul-de-sac	124	Turtle Hatch Road cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	125	Neapolitan Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	126	Neapolitan Way cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	127	Devils Bight cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	128	Pirates Bight cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	129	Crayton Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	130	Whispering Pine Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	131	Crayton Place South cul-de-sac	Standard Services		\$	52	\$
Parks/Public Areas	132	Seagate Linear Park, from north end of Seagate to south boundary at bench, to include North ROW on Pirates Bight, west ROW on Seagate from Seagate to Sanddollar	Standard Services & Hedge to be maintained at 12 ft.		\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Median	133	Starfish Avenue traffic island at Seagate Drive	Standard Services		\$	52	\$
Median	134	Seashell Avenue traffic island at Seagate Drive	Standard Services		\$	52	\$
Median	135	Seahorse Avenue traffic island at Seagate Drive	Standard Services		\$	52	\$
Median	136	West Boulevard median at Seagate Drive	Standard Services		\$	52	\$
Parks/Public Areas	137	Seagate School Park at West Boulevard, excluding athletic fields, from racketball courts to West Boulevard and north to school parking lot fence	Standard Services	Wednesday at 7am	\$	52	\$
Median	138	U.S.41 medians from Sandpiper St. to Seagate Dr./Pine Ridge Rd	Standard Services		\$	52	\$
Parks/Public Areas	139	Sandpiper Park East and West at Sandpiper Street and U.S. 41	Standard Services	Monday	\$	52	\$
Median	140	Sandpiper Drive medians from U.S.41 to Osprey Avenue	Standard Services		\$	52	\$
ROW	141	Oyster Bay sign at Curlew Avenue and Sandpiper Street	Standard Services & Plants immediately around sign		\$	52	\$
ROW	142	Sandpiper St. west ROW from Curlew Ave. south to Blue Point	Standard Services		\$	52	\$
Median	143	Blue Point at Sandpiper Street	Standard Services		\$	52	\$
Cul-de-sac	144	Clam Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	145	Little Neck Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	146	Blue Point Avenue cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	147	Chesapeake Avenue cul-de-sac	Standard Services		\$	52	\$
ROW	148	Royal Harbor Sign at Dolphin Road & Sandpiper St.	Standard Services & Plants immediately around sign		\$	52	\$
Cul-de-sac	149	Bonita Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	150	Bonita Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	151	Mullet Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	152	Mullet Lane cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	153	Dolphin Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	154	Dolphin Lane cul-de-sac	Standard Services		\$	52	\$
Median	155	Marlin Drive median at Sandpiper Street	Standard Services		\$	52	\$
Median	156	Marlin Drive traffic island	Standard Services		\$	52	\$
Cul-de-sac	157	Marlin Drive cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	158	Cobia Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	159	Wahoo Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	160	Tuna Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	161	Shad Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	162	Trout Court cul-de-sac	Standard Services		\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Cul-de-sac	163	Kingfish Road cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	164	Tarpon Road cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	165	Bluefin Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	166	Snook Drive cul-de-sac	Standard Services		\$	52	\$
Median	167	Sheephead Street traffic island at Sandpiper Street	Standard Services		\$	52	\$
Cul-de-sac	168	Sheepshead Drive cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	169	2nd Avenue North cul-de-sac East of 10th Street North	Standard Services		\$	52	\$
Parks/Public Areas	170	River Park Community Center @ 301 11th St. N. to include parking area corner of 11th Street N. & 3rd Ave. N., Passive Area at 1098 3rd Ave N., & Pool	Standard Services	Monday	\$	52	\$
Parks/Public Areas	171	Anthony Park at 1500 5th Avenue North	Standard Services	Monday	\$	52	\$
ROW	172	12th St.N.h ROW from 1184 12th St.t N. to 674 6th Ave. N. to include lot on 7th Ave. N.h east of 684 12th St. N.	Standard Services		\$	52	\$
Parks/Public Areas	173	Betsy Jones Park at 10th Street North & 6th Ave. N. to include ROW on 6th Ave. N. along canal, east to end of canal; right-of-way easement from 6th Ave. N. to 7th Ave. N.	Standard Services		\$	52	\$
Median	174	Forest Avenue traffic island at 8th Terrace North	Standard Services		\$	52	\$
Median	175	Forest Avenue traffic island at 9th Avenue North	Standard Services		\$	52	\$
Median	176	13th Street North traffic island at Forest Avenue	Standard Services		\$	52	\$
Median	177	13th Street North traffic island at 9th Avenue North	Standard Services		\$	52	\$
Median	178	12th Street North traffic island at 12th Avenue North	Standard Services		\$	52	\$
Parks/Public Areas	179	Naples Preserve at 1690 Tamiami Trail North common area around building and ROW's on north, south, east, and west sides of property	Standard Services		\$	52	\$
Parks/Public Areas	180	Fleischmann Park at 1300 Fleischmann Blvd, excluding athletic fields, to include ROW east side of park along Goodlette Road and area on 15th Ave. N by lake	Standard Services	Monday	\$	52	\$
Median	181	Goodlette-Frank Rd medians from U.S. 41 to Golden Gate Pkwy	Standard Services		\$	52	\$
Parks/Public Areas	182	Goodlette Linear Park on Goodlette Rd, west ROW from 14th Ave N. to south park boundary	Standard Services		\$	52	\$
ROW	183	22nd Aven. N. - drainage area at 10th St. N.	Standard Services		\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
Parks/Public Areas	184	Fire Station #2 at 26th Ave.N. and 10th St. N.	Standard Services & Ficus hedges to be maintained at 12 ft.		\$	52	\$
Cul-de-sac	185	Royal Palm Court cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	186	11th Circle cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	187	Dawn Circle cul-de-sac	Standard Services		\$	52	\$
Cul-de-sac	188	13th Street North cul-de-sac	Standard Services		\$	52	\$
ROW	189	14th St. N. west ROW from Rordon Ave. to 28th Ave. N. at lake	Standard Services		\$	52	\$
Parks/Public Areas	190	City nursery on Burning Tree Dr to include ROW on Mooringline extension in front of Church and Solana Rd south ROW from county club entrance to curve	Standard Services	City PD Ops Course on Burning Tree Dr to include ROW on west and south ROW from county club entrance to curve	\$	52	\$
Median	191	Golden Gate Pkwy medians from U.S. 41 to Bear's Paw	Standard Services		\$	52	\$
ROW	192	Port Avenue north ROW	Standard Services		\$	52	\$
Parks/Public Areas	193	City Operations Complex, from Central Ave. to north fence boundary to include 50,270, 280, 295, 355, 370, 380 Riverside Circle, all ROW, swales, and retention areas; to include Dog Park @ 99 Riverside Circle	Standard Services & Awabuki hedge on Goodlette from Central to 3rd to be maintained at 12 ft.; Ficus hedges at N. & S. to be maintained at 10 ft.		\$	52	\$
Parks/Public Areas	194	Baker Park	Standard Services	Thursday AM	\$	52	\$
Parks/Public Areas	194	Baker Park	Ornamental Grasses	As Requested	\$	3	\$
GENERAL ANNUAL TOTAL							\$
Sub-Group - CRA							
Parks/Public Areas	196	Parking Lot at south-west corner of Park St & 6th Ave. S.	Standard Services		\$	52	\$
Parks/Public Areas	197	Parking Garage at 8th St S and 6th Ave S	Standard Services & To include trimming of vines on exterior		\$	52	\$
ROW	198	6th Ave. S. north & south ROW from 8th St. S. to 12th St. S. (Sidewalk to road)	Standard Services		\$	52	\$
Median	199	5th Ave. S. Pkwy.medians from 8thStr. S. to10th Str.S.	Standard Services		\$	52	\$
ROW	200	North-East corner of 5th Ave.S. & 9th Street South	Standard Services		\$	52	\$
Parks/Public Areas	201	Sugden Theater/Parking Garage at 8th St S and 4th Ave S	Standard Services & To include trimming of vines on exterior		\$	52	\$
Parks/Public Areas	202	Spring Lake Outlook behind 500 5th Ave. S	Standard Services		\$	52	\$
ROW	203	8th St ROW and medians from 5th Ave S to 7th Ave N.	Standard Services		\$	52	\$

LOCATION			SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
ROW	204	4th Ave S., small grass areas in parking lot	Standard Services		\$	52	\$
ROW	205	10th Str. ROW and medians from US 41 to 6th Ave N.	Standard Services		\$	52	\$
ROW	206	3rd Ave. S., north & south ROW from 10th St. S. to U.S. 41	Standard Services		\$	52	\$
ROW	207	Central Ave., north & south ROW from Riverside Circle to 8th Str. S.	Standard Services		\$	52	\$
ROW	208	2nd Ave. N., north & south ROW from 10th St. N. to U.S. 41	Standard Services		\$	52	\$
ROW	209	3rd Ave. N., north & south ROW from 10th St. N. to U.S. 41	Standard Services		\$	52	\$
ROW	210	4th Ave. N., north & south ROW from 10th St. N. to U.S. 41	Standard Services		\$	52	\$
ROW	211	5th Avenue North, north & south ROW from Goodlette Frank Rd to U.S. 41	Standard Services		\$	52	\$
Parks/Public Areas	212	Walking Path connecting 12th St N to 3rd Ave N	Standard Services		\$	52	\$
Parks/Public Areas	213	Cambridge-Perry Park	Standard Services		\$	52	\$
ROW	214	5th Ave. N., north & south ROW from Goodlette-Frank Rd. to 14th St. N. to include 5th Ave. N. median at Goodlette-Frank Rd.	Standard Services		\$	52	\$
CRA ANNUAL TOTAL							\$
Sub-Group - UTILITIES							
Utilities	215	1500 Curlew Avenue	Standard Services		\$	52	\$
Utilities	215	1490 Osprey Avenue	Standard Services		\$	52	\$
Utilities	215	1480 Pelican Avenue	Standard Services		\$	52	\$
Utilities	215	2170 Kingfish Road	Standard Services		\$	52	\$
Utilities	215	2425 Tarpon Drive	Standard Services		\$	52	\$
Utilities	215	2140 Snook Drive	Standard Services		\$	52	\$
Utilities	215	Water Treatment Plant @ 1000 Fleischmann Blvd	Standard Services		\$	52	\$
Utilities	215	Golden Gate Lots (Reference Exhibit A)	Standard Services & Monthly Mowing	Price is PER SERVICE	\$		\$
Utilities	215	Solana Tank Site @ 1601 Solana Rd	Standard Services		\$	52	\$
Utilities	215	Wastewater Treatment Plant @ 1400 3rd Ave N	Standard Services		\$	52	\$
Utilities	215	East Naples Tank Site @ 2279 Pineland Ave	Standard Services		\$	52	\$
Utilities	215	Port Royal Tank Site @ 2665 Lantern Ln	Standard Services		\$	52	\$
Utilities	215	Solid Waste - 2066 Corporate Flight Dr.	Standard Services & "RED" area on Exhibit B		\$	52	\$
Utilities	215	Solid Waste - 2066 Corporate Flight Dr.	Mowing and trimming brush from ROW "YELLOW" area on Exhibit B	Price is PER SERVICE	\$		\$
UTILITIES ANNUAL TOTAL							\$

LOCATION	SERVICE TYPE	SPECIFIC DAY REQUIREMENT	WEEKLY COST	SERVICES PER YEAR	TOTAL
HOURLY RATE					
The City is also asking for an hourly rate for services outside standard weekly landscape maintenance services.					
					<input type="text"/> HOURLY RATE PER MAN HOUR
LEAVES					
The City is also asking for an hourly rate for leaf removal. This removal would entail raking out planting beds and open areas to remove all leaf mass that has accumulated					
					<input type="text"/> HOURLY RATE PER MAN HOUR
MULCH					
The City is requesting a rate to install City purchased mulch. This is per bag, 2 cubic yards.					
					<input type="text"/> PRICE PER BAG INSTALLED (2 CUBIC YARD BAGS)
POST-STORM RESPONSE					
Post-storm response time shall be twenty-four (24) hours. If given direction to do post-storm cleanup, the response must be within this timeframe. Any exceptions will be through the approval of the Contract Manager. The post-storm response will entail the cutting and hauling of down, damaged landscape material to the curb-side for pick-up.					
					<input type="text"/> HOURLY RATE PER MAN HOUR

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

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

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

Company Name: _____

EIN: _____

Email: _____

Name and Title of individual completing this schedule:

 (Printed Name) (Title)

X _____
 (Signature) (Date)

ACKNOWLEDGEMENT OF BUSINESS TYPE

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

BUSINESS ADDRESS of BIDDER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

SIGNATURE OF BIDDER

If an Individual: _____
Signature Print Name

Doing business as _____

If a Partnership: _____

By: _____
Partner Signature Print Name

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

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

By: _____
Signature Print Name

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

Signature	Print Name
Title	Date

LIST OF SUBCONTRACTORS

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

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

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

MATERIALS & SUPPLIERS

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

MATERIAL

SUPPLIER

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

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.**

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**City of Naples, FL.
RFP No. 24-020
Landscape Maintenance Services – RFP**

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**City of Naples
Landscape Maintenance
Services RFP 24-020**

PROJECT REQUIREMENTS & SPECIFICATIONS

A. PROJECT DESCRIPTION

Furnish all labor, tools and materials necessary to perform landscape maintenance within the City of Naples public spaces. Landscape maintenance shall include but not be limited to turf, shrub, groundcover areas, and hard surface areas. Maintenance includes the routine mowing, pruning or trimming of turf, shrubs, and groundcover to maintain a neat appearance. Maintain all sites in weed-free condition. Keep all areas in a neat, clean, and well-maintained condition. Keep sidewalks and other hard surface areas free of debris. Keep adjacent plant material from encroaching on to public right-of-way.

B. SCOPE OF SERVICES

1. STANDARD SERVICES

The following specifications apply.

a) Mowing:

All grass areas will be mowed 52 times per year. When mowing is performed, grass will be cut to a height of no less than 4". Mulching decks will be used since the contractor will not leave grass in rows or piles; additionally, clippings are not to be blown in the street or common areas during the mowing. "Windrows" or piles of clippings will not be left on the turf areas and clippings blown into or deposited in the gutter or street must be removed from the areas before the contractor leaves the area. Contoured areas need to be mowed so decks are not "scalping" higher areas. Grass will be mowed in alternating directions each time as to not create mowing alleys or ruts. Mowing alleys or ruts caused by contractor activity will be filled in with topsoil approved by the Contact Manager at the expense of the contractor.

b) Edging:

Edging will be performed to prohibit shoot growth from exceeding more than 3" into beds, or over the curb edge. Grass areas will be edged to establish a clean line between the curb, gutter, or planting bed area. All grass areas will be edged 26 times per year; every 2 weeks. Edging will be done whenever grass areas stop adjacent to curbs, gutters, signs, parking lots,

road sides, driveways, sidewalks, irrigation equipment, tree rings, planting beds, buildings or other structures located within grass areas. After edging is complete, grass and runners will be removed by the contractor from the site. Runners left to grow past 3" will be handpicked after edging is complete.

Edging will be done with an edger; a weed eater may not be used to edge. All edging will be performed by mechanical means; chemical edging will not be permitted. Edging devices that could damage underground utilities must not be used.

c) Weeding:

Sites are to be kept free of weeds (to include palm pups) and any invasive vegetation at all times; this includes concrete medians, rocks, etc.

The contractor may use chemical weed-killer or pre-emergent, both the site and product must be approved by the City's Project Manager. When applying a chemical weed-killer. Weeds that are less than 3-inches from plantings must be hand pulled. Any plants damaged or killed by mis-use of chemical weed-killer or pre-emergent will be replaced at the expense of the contractor within 48-hours of notification. Should chemical weeding cause concern to the City, the Project Manager has the authority to mandate hand weeding.

d) Trimming:

Sites are to be kept with vegetation in trimmed condition and within planting beds; a minimum of 12 inches off the back of curb. Shrubs will be kept at 36"; plantings in the bullnoses of medians will be maintained at a height no greater than 12-inches. We may require additional trimming to 24" or lower. There will be no additional costs for this service. Plants or hedges pruned with trimmers should be free of angles (corners must be rounded) and the bases should either be wider or the same width as the top. Hedges are to be maintained, front, back, and top. Trimming is to be performed to maintain plant definition within the beds. Trimming should be done as to allow the plants to grow in their natural form and allow for flowering. Shoots will be removed each week.

No hard trimming from October to May unless approved by the Project Manager. June will be a month of hard pruning; estimated 1/3 cut back of materials. The Project Manager will provide notice via e-mail. Specifics on hard pruning are under "Plant Specific Maintenance".

Newly established plants should have trimming done once a year to shape plants and promote plant definition.

All dead plant materials MUST be reported to the Project Manager within 48 hours of discovery.

Refer to the Plant Specific Maintenance chart for plant trimming standard. In addition, the bid schedule contains site specific plant requirements. The City has the right to change plants and/or pruning requirements at any time during the duration of the contract.

e) Palm and Hardwood Trimming:

Small palms (under 20 feet) should be pruned for the removal of dead fronds and seed pods. For clumping palms, refer to the "Plant Specific Maintenance". All pruning is to meet the ANSI standards. The Project Manager must approve removal of any live fronds.

Trimming of hardwood trees should only be done to remove dead or broken branches; pruning cuts must be made in accordance with ANSI standards.

Should the contractor notice a hazard with a palm or hardwood or a condition that requires tree contractor trimming, it must be immediately reported to the Project Manager.

f) Site cleaning:

The area of the medians, cul-de-sacs, traffic islands, and gutters adjacent to them will be kept free of all debris. This includes but is not limited to leaves, paper or litter, cigarette butts, fruit or berries, traffic debris, rocks or stones, etc. Trash within the hedges and plantings should also be removed. Debris will also include anything generated from maintenance performed. The entire area will be blown off and/or picked up before contractor leaves site; this is to include all hard surfaces (sidewalks, athletic courts, etc).

2. BEACH END SERVICES

Beach end services will include all standard services; mowing, edging, weeding, trimming, palm & hardwood trimming, and site cleaning. In addition, the following specifications also apply.

- a) All vegetation is to be trimmed back 2 feet from all wooden structures. Beach areas with walking paths shall have the path maintained at a width of 6 feet. Any vegetation impeding traffic or pedestrians shall be pruned back to eliminate the hazard. All hazards that the contractor cannot eliminate should be reported to the Project Manager immediately.

- b) Parking areas and gutters shall have all trash and debris removed. This includes but is not limited to leaves, dead leaves, paper or litter, cigarette butts, fruit or berries, traffic debris, rocks or stones, etc. All debris must be removed from site.

3. PLANT SPECIFIC MAINTENANCE

The following pages outline specific plant material located within the City and the pruning acceptable for each.

Common Name	Pruning
Allamanda	Trim as requested
Areca Palm	All "pups" are to be removed to keep base of palm clean; dead stalks to be removed
Asian Jasmine	Maintained at 4-6" height; to be edged at sidewalks, etc.; DO NOT allow to climb; hand weed
Beach Sunflower	DO NOT trim
Bird of Paradise	Remove dead flowers and leaves
Boston Fern	Remove dead stems
Bougainvillea	No hard trimming from October to April, shoot removal only; Hard prune in June

Bromeliads	Remove dead leaves and stalks
Clusia	Machete or hand prune
Clusia (Dwarf)	Hand prune
Coontie Palm	Remove dead leaves
Coral Creeper	Maintain at 12" in height; to be edged at sidewalks, trees, etc.; DO NOT allow to climb; hand weed
Crinum Lily	Remove dead leaves; hand weed
Dombeya	Trim as request per site
Dwarf Carissa	Not to exceed a height of 24"
Fakahatchee Grass	To be trimmed to 2" above grade and straight across or to a cone <u>as requested</u>
Flax Lilly	Remove dead leaves; hand weed

Fountain Grass	To be trimmed to 2" above grade and straight across or to a cone <u>as requested</u>
Ixora "Nora Grant"	Trim in late May to 24" and let it grow to 36"
Jatropha	Trim as requested
Lirope	Remove dead leaves; Hand weed
Louisiana Copperleaf	Hand prune; Maintain at 48"
Muhly Grass	To be trimmed to 2" above grade and straight across or to a cone <u>as requested</u>
Panama Rose	Hard prune in June
Paurotis Palm	All "pups" are to be removed to keep base of palm clean; remove dead stalks
Peanut Grass	Maintain at 4-6" in height; to be edged at sidewalks, trees, etc.; DO NOT allow to climb; hand weed
Philodendron	Remove dead leaves; hand weed

Sea Grape	Trim as requested
Silver Buttonwod	Trim as requested
Spider Lily	Pruning to remove dead leaves, hand weed
Variegated Ginger	Remove dead leaves and stalks
Yesterday, Today, Tomorrow	Trim as requested

4. LEAVES

The City is also asking for an hourly rate for leaf removal. This removal would entail raking out planting beds and open areas to remove all leaf mass that has accumulated

5. SPECIFIC MAINTENANCE

Refer to the bid tab for locations that have special needs or specific plant pruning requirements.

EXHIBIT A

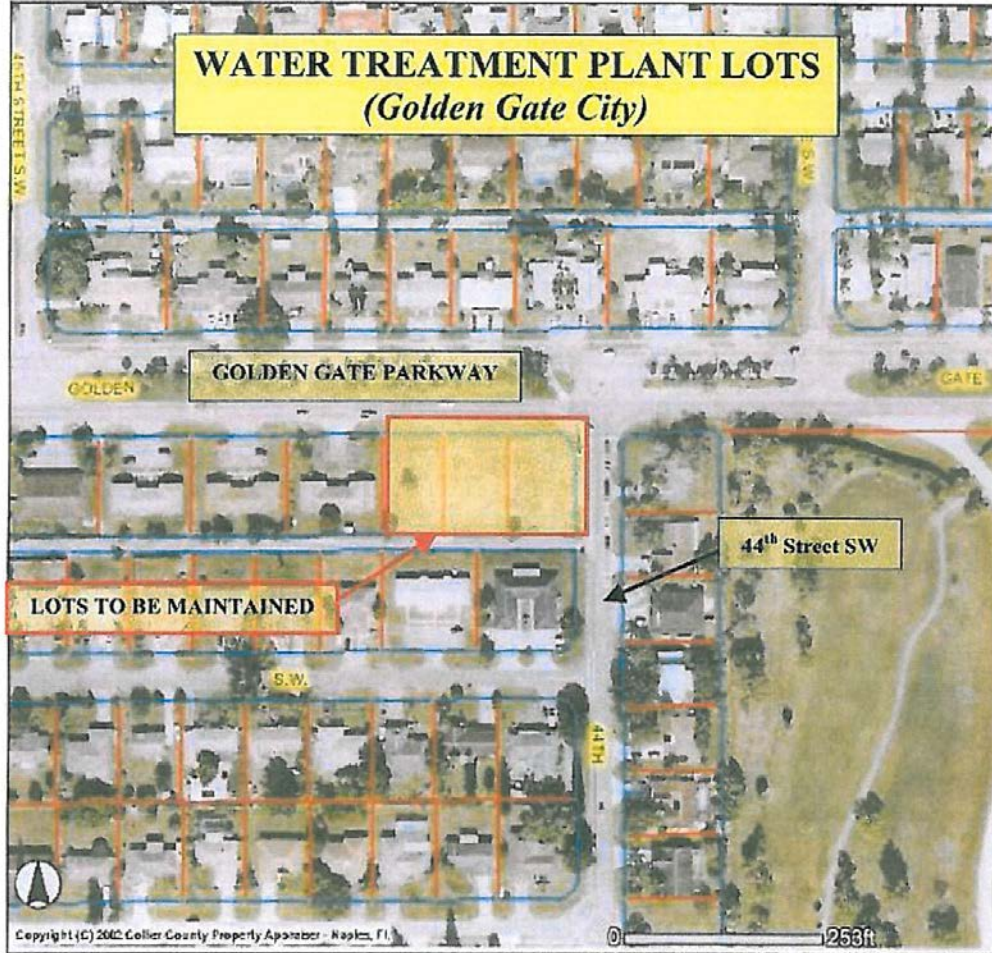


EXHIBIT B

Solid Waste Facility – 2600 Corporate Flight Drive

- Weekly Landscape Service Required – [Red Box]
- Monthly Landscape Service Required – [Yellow Box]



C. AWARD

The City reserves the right to award this by section, group, or individual site to separate independent contractors, whichever serves the best interests of the City.

Award of contract shall be made to the lowest, most responsive and most qualified Bidder determined based on the entire Bid and the Owner's investigations of the Bidder. When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Purchasing/ Contracts Manager of Owner and delivered to the intended awardee or mailed to awardee at the business address shown in the Bid.

The City reserves the right to:

- a. Evaluate the current capacity of the low bidder to perform the size and scope of specified in the contract bidding documents.
- b. Use previous performance on similar job(s) for the City as a factor in the selection of the bidder.
- c. Reject bids that do not contain all required paperwork and/or are not completed or filled out correctly.

D. PROJECT MANAGEMENT

The City Arborist will serve as the Project Manager.

E. LICENSES

Licenses are required by the State of Florida, Collier County, and the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

At a minimum, vendors must submit the following:

1. Landscape and Irrigation License.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.

F. LEAF BLOWER ORDINANCE

The City of Naples adopted an ordinance regulating leaf blowers. This prohibition became effective on October 21, 2021, the date approved by City Council.

Section 22-37 Noise

(15) *Leaf blowers.* The use of gasoline-powered leaf blowers is prohibited within the city. This prohibition will become effective one year from the date approved by Council.

a. Battery- and electric-powered leaf blowers may be used within the city provided they do not exceed a decibel level of 65 dBA as shown on the manufacturers label affixed to the leaf blower.

b. Battery- and electric-powered leaf blowers that do not have a manufacturers label affixed to it that reflects its dBA rating may not be used within the city.

G. INSURANCE

The City's General Insurance Requirements on page 16 apply. Successful contractor(s) must furnish proof of insurance as per specifications. Contractors should investigate and determine they hold the necessary insurance prior to bid submittal. Successful contractor(s) shall furnish proof of insurance as per specifications.

H. CONDUCT

The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times. They shall be fully clothed in matching, well-maintained, company uniforms; with name of company clearly visible. The City may require the contractor to remove from the work site any employee(s) whose continued employment on the job is considered to be contrary to the best interest of the City. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

I. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State DOT standards while working on City, County, or State roads as a sub-contractor of the City.

J. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

K. SCHEDULING OF WORK

All work will be performed from Monday to Friday between the hours of 7:30am to 5:30pm and Saturday between the hours of 8:00am to 4:00pm unless prior approval has been obtained from the Project Manager.

Work deficiencies pointed out must be corrected by the contractor within two working days of notification, written or verbal, by the Project Manager.

The contractor shall provide schedules for all work performed at least one week prior to contract commencement. The City will have the right to alter said schedules due to events or projects that may conflict or require immediate attention. All changes or modifications to the schedule after the City has approved must be resubmitted for approval. It is the contractor's responsibility to ensure that the Project Manager has an accurate service schedule at all times. Refer to the bid tab for locations that have specific service day requirements.

L. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

The Contractor shall be paid twice a month (every other week) for work performed satisfactorily under this contract. At the completion of each work period, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

Work required in the specifications, which is defective, incomplete, or not performed.

Failure to submit required reports or other documents required by the contract.

L. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until work deficiencies are corrected.

M. QUALIFICATIONS

The Contractor shall be licensed with a minimum of five (5) years of experience in commercial landscape maintenance. All bidders shall provide, with their bid proposal, a list of at least three (3) commercial references, a list of personnel and

equipment. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

N. POST-STORM RESPONSE

Post-storm response time shall be twenty-four (24) hours. This includes response to thunderstorm damage, tidal event damage, tornado damage, tropical storm and hurricane damage. If given direction to do post-storm cleanup, the Contractor must have required equipment and labor to the specified location within a 24-hour period. Any exceptions to this schedule will be specifically assigned and approved by the Project Manager.

The post-storm response will entail the cutting and hauling of downed, damaged trees and landscape material that will be placed to the curb-side edge of the right-of-way for pick-up. The Contractor may be required by the Project Manager to haul away debris from a small or minor storm event. For a tropical storm or hurricane, the Project Manager will contact the Contractor in advance of the storm to ensure the Contractor has a plan and location to stage equipment in a safe location and respond to the City of Naples within the required 24-hour period with sufficient equipment and labor. The Contact Manager may offer a staging location within the City limits; however, the City shall assume no responsibility for any damage to Contractor's equipment if staged at a City location.

O. REJECTING DEFECTIVE WORK

The Project Manager will have the authority to disapprove or reject work, which is believed to be unacceptable work and not in accordance with Contract Documents. The Parks & Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor, in writing or verbally, of unacceptable work. If work has been rejected, contractor shall correct all defective work within two working days and bear all costs to correct the defective work. The work may include the replacement of existing plants if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. The contractor will contact the Project Manager to advise when staff will be on site to correct the rejected work. If the contractor fails within two working days after notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City will withhold payment due to the Contractor for the portion of service not rendered. Should unacceptable or incomplete site service continue, termination of contractor will be requested.

P. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property

including but not limited to trees, shrubs, lawns, irrigation, sidewalks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.

2. The contractor upon receipt of written notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor shall comply with all OSHA and other Federal and State safety standards.
3. Blocking of the public street, except under *extreme* emergency conditions, shall not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

Q. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

R. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

S. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
1. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

T. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

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

Action	Estimated Completion Date
Advertise and Float RFP	Week of May 27, 2024
RFP Due Date	July 2, 2024
Evaluation Committee Meeting	Week of July 8, 2024

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

3. EVALUATION COMMITTEE

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

A shortlist of vendors may be interviewed for final ranking. If an interview is held, it will be less than one hour in length and be equally divided between the presentation and questions and answers. The presentation (if necessary) time and date will be assigned by the City.

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Proposal format, cover letter and Required forms	5
Qualifications of Vendor and Key Personnel	30
Equipment List	20
Cost Proposal	30
References	15
MAX POINTS	100

5. SUBMITTAL REQUIREMENTS:

- a. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet

pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

- b. PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
- c. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.
- d. Please use the below TAB format for your proposal. Proposals should be concise and clear.

TAB 1 - Cover Letter and Mandatory Form Information

- Cover Letter - Maximum one page outlining why the City should select your company. Identify who will be the point of contact including their email address. Identify the Project Manager.
- Items for Baseline Eligibility - Include all Mandatory Form information from the Submission Check List page (including signed cover sheet, IRS W-9 form, any applicable licenses / certifications not included elsewhere in the proposal.

TAB 2 - Qualifications & Experience of Vendor & Key Personnel

Includes ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size. Submit copies of any certifications or licenses of key personnel.

TAB 3 – Company Equipment List (Maximum 6 pages)

Demonstrated ability that equipment meets or exceeds City Code of Ordinances Chapter 22, section 37 Noise, c-16.

TAB 4 – Cost Proposal

Provide City issued bid tab. The city will accept only complete bids with pricing for all locations; incomplete bid tabs will be disqualified.

TAB 5 – References

Demonstrated Record of Past Performance with References: Provide examples of the vendors past contracts of similar scope and value.

U. INCURRING COSTS

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

V. FIRM RANKING AND SELECTION

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