



GREATER NAPLES FIRE RESCUE DISTRICT

ADMINISTRATIVE HEADQUARTERS

14575 Collier Boulevard • Naples, FL 34119

Phone: (239)348-7540 Fax: (239)348-7546

J. Nolan Sapp, Fire Chief

INVITATION TO BID (ITB)

Date: January 11, 2024

From: Alan McLaughlin, Logistics Chief
(239) 961-2549 (Telephone)
(239) 348-7546 (FAX)
amclaughlin@gnfire.org (Email)

To: Prospective Vendors

Subject: **Solicitation: 24-001– Land Clearing**

As requested by the Logistics Section the Board of Fire Commissioners Greater Naples Fire Rescue District has issued this ITB for the purpose of obtaining fair and competitive responses.

Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted in writing to the Fire District, c/o Alan McLaughlin Logistics Section

The District looks forward to your participation in Greater Naples Fire Rescue Districts competitive procurement process.

Thank You,

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Public Notice

The Greater Naples Fire Rescue District – Logistics Section is requesting Bid responses from interested and qualified firms to clear properties Located at County Parcels I.D.

#81790004746, Strap# 712560 174B35, Section 35, Township 49, Range 26 5.01 acres.

Legal: White Lake Corporate Park Phase 3 Lot 17

#81790004762, Strap# 712560 184B35, Section 35, Township 49, Range 26, 5.01 acres

Legal: White Lake Corporate Park Phase 3

#00760160002, Strap 000100 008 06C17, Section 17, Township 51, Range 27

Legal: 17 51 27 Comm S1/4 Cor Sec N 129Ft, N53 Deg W 816 Ft S 36 Deg W 400 Ft to R/W 41, Sely Alg R/W 300 Ft to Sec L1, E to POB + that portion lying in 20-51-27 Desc AS NE ¼ Lying N of Hwy 41. 8.75 Acres or Page 1525 PG 1810

***Maps attached at end of document.**

Your quotation response is due in written form no later than 2:00 PM on Feb 7, 2024 in the GNFD Fire Headquarters 14575 Collier BLVD Naples, FL 34119 or via email to amclaughlin@gnfire.org. The District will not accept any quotation responses later than the noted time and date. No late quotation responses will be accepted.

All quotation responses should be made only upon the Greater Naples Fire Rescue District Official response form(s) available only from the Greater Naples Fire Rescue District.

Any firm who is a recipient of District funds, or who proposes to perform any work or furnish any goods under this ITB shall not discriminate against any worker, employee or applicant or any member of the public based on age, race, color, sex, religion, national origin, disability or marital status, nor otherwise commit an unfair employment practice.

GREATER NAPLES FIRE RESCUE
BOARD OF FIRE COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: Alan McLaughlin

Greater Naples Fire Recue District

This Public Notice was sent electronically on January 11, 2024

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Detailed Scope of Work

The Greater Naples Fire Rescue District will be receiving solicitations for the clearing of land for development at the parcels identified.

THE SPECIFICATIONS:

1. Contractor will acquire permitting for the land clearing.
2. Contractor will call in Sunshine 811 (no cuts) to identify any underground utilities prior to work.
3. All vegetation within property lines is to be removed and legally disposed of but not limited to stumps, roots, and debris.
4. Trees that are to remain onsite will be marked by property owner.
5. Work will be performed during operable site conditions and daylight hours per County Ordinance.
6. All debris, concrete, and items onsite shall be removed and legally disposed of.
7. Upon completion the sites shall be machine raked and graded using a root rake.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for this project only.

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Exhibit II: General Bid Instructions

1. Purpose/Objective

As requested by the Greater Naples Fire Districts identified in Exhibit 1, the Greater Naples Fire District Board of Fire Commissioners of the Greater Naples Fire Rescue District Procurement Services Branch (hereinafter, the Fire District) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful contractor will hereinafter be referred to as the "Vendor"

All bids must be submitted on the Bid form furnished by the Fire District noted in Attachments 2, 3, 4, 5, 6, and 7 of this ITB. No bid will be considered unless the Bid form is properly signed. Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. Pricing

Vendors must provide unit prices using the unit of measured specified by the Fire District. All prices will remain firm for a period of one hundred and eighty (90) calendar days from date of bid opening. After award by the Board of Fire Commissioners of the Greater Naples Fire Rescue District, prices may only be adjusted as outlined in Exhibit I: Term of Contract.

3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

4. NO Equal Product Accepted

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found to be equal or similar in quality, standard of performance, design, etc. to the item specified.

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Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar.

Equal product samples, if required for evaluation, and at no cost to the Fire District, must be submitted with Bid. Unless otherwise directed in the solicitation, the bid will not be considered unless samples are delivered to specified address by bid due date. The Fire District shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

5. **Discounts**

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than 30 calendar days be offered.

6. **Exceptions**

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions to the specifications shall be interpreted as the Vendors intent to fully comply with the specifications as written. The Fire District, at its sole discretion, shall determine if the exceptions are material in nature, and if the Vendor's exceptions may be declared grounds for rejection of bid proposal.

7. **Addenda**

The Fire District reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document.

8. **Bid Submission**

All paper bids shall be submitted to the Greater Naples Fire Rescue District, Logistics Section, 14575 Greater Naples Blvd, Naples, FL 34119, by the date and time as stated in the Legal Notice and Clearly Labeled Land Clearing Bid 24-001 The Fire District assumes no responsibility for bid responses received after the due date and time, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes,

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mishandling, inclement weather or any other reason. Late bid responses shall be returned unopened, and shall not be considered for award.

Vendors must submit **one (1) paper copy clearly labeled "Master," and two (2) compact disks (CD's) or USB Drive(s) with one copy of the proposal on each in Word, Excel or PDF.** Vendors who wish to receive copies of bids after the bid opening may make a public records request.

9. Questions

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the District Staff before the bid opening date. Direct questions related to this ITB only to the Logistics Section. Questions will not be answered after the date noted on the ITB.

10. Rejection and Waiver

The Fire District reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the Fire District.

Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

11. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Greater Naples Fire Rescue District Formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of Fire Commissioners of the Greater Naples Fire Rescue District

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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. Vendors are also required to provide the Logistics Section an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the Fire District shall have the discretion to unilaterally terminate said agreement immediately.

12. Lobbying

All firms are hereby placed on **NOTICE** that the Fire District Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the Fire District Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Greater Naples Fire Rescue District with the exception of the Logistics Section

13. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the Fire District reserves the right to award to another firm.

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14. **General Information**

When it is deemed by the Fire District that a bid cannot be awarded as originally intended, the Fire District reserves the right to award this bid through an approach which is the best interest of the Fire District.

Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the Fire District shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. Should all vendors provide said certification; the Fire District will give local vendor preference.

15. **Bid Award Process**

Award of contract will be made by the Board of Fire Commissioners of the Greater Naples Fire Rescue District in public session.

Award shall be made in a manner consistent with the Districts Purchasing Policy. Award recommendations will be posted on the District website prior to the Fire District Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and Fire District holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

18. **Reserved Rights**

Greater Naples Fire Rescue District reserves its right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Greater Naples Fire Rescue District reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet the additional or reduced requirements of Greater Naples Fire Rescue District. Greater Naples Fire Rescue District reserves its right to cancel, extend or modify any or all bids, proposals or offers; to award to one or more vendors; to award all or part of a solicitation; and to award by individual line items when it is deemed to be in the best interest of the Fire District. Greater Naples Fire Rescue District reserves its right to reject any sole response.

Exhibit IV: Additional ITB Terms and Conditions

1. **Additional Items and/or Services**

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During the contract term, Greater Naples Fire Rescue District reserves the right to add related items and/or services upon negotiation of a satisfactory price by the Logistics Section Chief and Vendor.

2. Conflict of Interest

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the Fire District as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to Fire District staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

3 Deductions for Non-Performance

The Fire District reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The District may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

4. Termination

Should the Contractor be found to have failed to perform services in a manner satisfactory to the Fire District may terminate this Agreement immediately for cause; further the Fire District may terminate this Agreement for convenience with a thirty (30) day written notice. The Fire District shall be sole judge of non-performance. In the event that the award of this solicitation is made by the Fire District, the award and any resultant purchase orders may be terminated at any time by the Fire District upon thirty (30) days written notice to the awarded vendor.

5. Offer Extended to Other Governmental Entities

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Greater Naples Fire Rescue District encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

6. Environmental Health and Safety

All Vendors and Sub vendors performing service for Greater Naples Fire Rescue District are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and District Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Greater Naples Fire Rescue District has authorized OSHA representatives to enter any Greater Naples Fire Rescue District facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

7. Florida Wood Products

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

8. Public Records Compliance

Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

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 CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Custodian
14575 Collier BLVD
Naples, FL 34119
239.348.7540

The Contractor must specifically comply with the Florida Public Records Law to:

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1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. Standards of Conduct

The Vendor shall employ people to work on District projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued relationship on the project is not in the best interest of the Greater Naples Fire Rescue District

10. Licenses

The Vendor is required to possess the correct professional and other licenses, and any other authorizations necessary to perform the required work pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of all the required licenses must be submitted with the bid response indicating that the entity bidding, as well as the team assigned to the District account, is properly licensed to perform the activities or work included in the ITB documents. Failure on the part of any vendor to supply this documentation with their bid response may be grounds for deeming vendor non-responsive.** Questions regarding professional licenses should be directed to Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required Business Tax Receipt (formerly known as Occupational Licenses) should be directed to the Tax Collector's Office at (239) 252-2477.

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11. Protection of Property

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the Fire Districts satisfaction, damaged property at no additional cost to the Fire District. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

12. Prohibition of Gifts to Fire District Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any Fire District employee, as set forth in Chapter 112, Part III, and Florida Statutes. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with Fire District staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the Fire District for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

13. Invoice and Payments

The Fire Districts Finance Director reserves the right to establish any one, or a combination of, these industry practices for contracts or purchase orders:

Lump Sum (Fixed Price): a firm fixed total price offering for a project; the risks are transferred from the Fire District to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the Fire District before payment for the fixed price contract is authorized.

Unit Price: The Fire District agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification required).

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
 - Description and quantities of the goods or services provided per instructions on the Districts' purchase order or contract.

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Invoices shall be sent to:

Board of Fire Commissioners
Greater Naples Fire Rescue District
ATTN: Accounts Payable
14575 Collier BLVD
Naples FL 34119
Or emailed to: accountspayable@gnfire.org.

The Fire District, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Greater Naples Fire Rescue District and the contractor has not satisfied nor made arrangement to satisfy these debts, the District reserves the right to offset the amount owed to the Fire District by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Section for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the “Local Government Prompt Payment Act.” Greater Naples Fire Rescue District reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

14. **Survivability**

Bids (ITBs/RFPs): The Consultant/Contractor/Vendor agrees that any Work Order/Purchase Order that extends beyond the expiration date of Solicitation 24-001 resultant of this solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of any Work Order/Purchase Order.

15. **Insurance Requirements**

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The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements Attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The Fire District and the Vendor waive against each other and the Fire Districts separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and Fire District shall, where appropriate, require similar waivers of subrogation from the Fire Districts separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Greater Naples Fire Rescue District shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Greater Naples Fire Rescue District.

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Greater Naples Fire Rescue District as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interest's provisions.

Greater Naples Fire Rescue District Board of Fire Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Greater Naples Fire Rescue District
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding Requirements Attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the District or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the Fire District of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the Fire District, in a like manner, within twenty-four

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(24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the District may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the District for such costs within thirty (30) days after demand, the Fire District has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the Fire District and Vendor. The Fire District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the Fire District to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the Fire District renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the Fire District with such renewal certificate(s) shall be considered justification for the Fire District to terminate any and all contracts.

15. Security and Background Checks N/A

The Contractor is required to comply with Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Greater Naples Fire Rescue District Finance Section for all employees that shall provide services to the Fire District under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the Fire District for at least four (4) years.

All of Contractor's employees and subcontractors must wear Greater Naples Fire Rescue District Identification badges at all times while performing services on District facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

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16. Debris

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

17. Direct Material Purchase

The Fire District reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the Fire District. Any such goods and/or materials purchased by the Fire District pursuant to such an assignment of a material supply agreement shall be referred to as "District Furnished Materials" and the responsibilities of both the Fire District and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the Fire District at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the Fire District may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

18. Grant Compliance N/A

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency. The Grant number is N/A

19. Equipment N/A

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Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required by the Fire District, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Fire District.

All Fire District-purchased equipment must be new and of current manufacture in production at the time of bid opening, and carry industry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the Fire District.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

20. Storage Tank Installation and Closure Requirements **N/A**

The contractor shall ensure compliance with all NFPA regulations: specifically, 110 & 30/30A; FDEP chapter 62 regulations: specifically, 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLPA, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

21. 62-761.300 Applicability **N/A**

- 1) General Requirements:
 - a) Underground storage tank systems: The requirements of this Chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of UST systems with individual storage tank capacities greater than 110 gallons that contain or contained:
 - i) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
 - ii) Pollutants or hazardous substances after December 10, 1990; or
 - iii) Regulated substances in unmaintained storage tank systems.

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- b) This rule is applicable to non-residential facilities. Under 40 C.F.R. 280, residential tanks greater than 1100 gallons containing motor fuels are subject to Federal UST rules (advisory information only-not required by this Chapter).

22. 62-762.301, F.A.C. Applicability NA

- 1) General Requirements:
- a) Aboveground storage tank systems: The requirements of this chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of aboveground stationary storage tank systems with individual storage tank capacities greater than 550 gallons that contain or contained: Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
 - (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984;
 - (2) Pollutants after March 12, 1991; or
 - (3) Pollutants in unmaintained storage tank systems.
 - b) Aboveground compression vessels and hazardous substance storage tank systems: Owners and operators of compression vessels and hazardous substance storage tanks with capacities of greater than 110 gallons containing hazardous substances are only required to comply with subsections 62-762.401(1)-(2), F.A.C.
 - c) Aboveground mineral acid storage tank systems: Owners and operators of facilities, or owners and operators of aboveground mineral acid storage tank systems with capacities of greater than 110 gallons containing mineral acids are only required to comply with Rule 62-762.891, F.A.C.

23. Definitions N/A

62-761.200(11) and 62-762.201(16), F.A.C.: “**County**” means a locally administered program under contract with the Department to perform compliance verification activities at facilities with storage tank systems.

62-761.200(48) and 62-762.201(62), F.A.C.: “**Pollutants**” includes any “product” as defined in Section 377.19(11), F.S., pesticides, ammonia, chlorine and derivatives thereof, excluding liquefied petroleum gas.

62-761.200(51) and 62-762.201(65), F.A.C.: “**Product**” as defined in Section 377.19(11), F.S., means any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, uncracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casing head gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

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62-761(73) and 62-762(84), F.A.C.: “**Vehicular fuel**” means a petroleum product used to fuel motor vehicles, including aircraft, watercraft and vehicles used on and off roads and rails.

****See attached forms required for submission****

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Attachment 1: Vendor's Non-Response Statement

The sole intent of the Greater Naples Fire Rescue District is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons why prospective Vendors did not wish to respond to this ITB.

If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Procurement Strategist listed on the first page or mail to: Greater Naples, 14575 Collier BLVD, Naples, Florida 34119.

We are not responding to this ITB for the following reason(s):

Solicitation: 24-001 Land Clearing

- Services requested not available through our company.

- Our firm could not meet specifications/scope of work.

- Specifications/scope of work not clearly understood (too vague, rigid, etc.)

- Project is too small.

- Insufficient time allowed for preparation of response.

- Incorrect address used. Please correct mailing address:

- Other reason(s):

Firm's **Complete Legal** Name

Address

City, State, Zip

Telephone Number

FAX Number

Signature / Title

Type Name of Signature

Date:

Attachment 2: Vendor's Check List

IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.

Vendor should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. The payment terms have been indicated.
5. All **granting agency requirements have been met including submittal of required forms.**
6. Any required drawings, descriptive literature, etc. have been included.
7. Any delivery information required is included.
8. If required, the amount of bid bond has been checked, and the bid bond or cashier's check has been included.
9. Addendum have been signed and included, if applicable.
10. Copy of Internet certification that the Vendor is not on the Federal Excluded Parties List System at: www.sam.gov.
11. Immigration Affidavit and a copy of the company's E-Verify profile page or memorandum of understanding.
12. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.

Company Name

Signature & Title

Date

Attachment 3: Vendor Response Form

FROM: _____

Board of Fire Commissioners
Greater Naples Fire Rescue District
Naples, Florida 34119

RE: **Solicitation: 24-001 Land Clearing**

Dear Fire Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following.

*** * * SEE FOLLOWING PAGES * * ***

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: _____% _____ Days; Net __ Days

Bid Response Form is below.

Total Cost to clear lots as described in the attached scope \$_____

Note: The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the Fire District for approval within fifteen (15) days after being notified of an award.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 201__ in the County of _____, in the State of _____.

Firm's **Complete Legal Name** _____

Firm's Dun and Bradstreet Number (DUNS) _____

(Found at www.dnb.com)

CCR # or CAGE Code _____

(Found at www.ccr.gov)

Florida Certificate of Authority Document Number _____
(<http://www.sunbiz.org>)

Federal Tax Identification Number _____

Address _____

City, State, Zip _____

Telephone Number _____

FAX Number _____

- Check one of the following:
- Sole Proprietorship
 - Corp or P.A. State of _____
 - Limited Partnership
 - General Partnership

Signature / Title _____

Type Name of Signature _____

Date _____

Additional Contact Information

Send Payments To: (REQUIRED ONLY if different from above)

Firm's **Complete Legal** Name _____

Address _____

City, State, Zip _____

Contact Name _____

Telephone Number _____

FAX Number _____

Email Address _____

Attachment 4: Immigration Law Affidavit Certification

Solicitation # and Title : 24-001 Land Clearing

This Affidavit is required and should be signed, notarized by an authorized principal of the firm 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's proposal as non-responsive.**

Greater Naples Fire District will not intentionally award County 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").

Greater Naples Fire District 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 the District.

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

**Attachment 5: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Greater Naples Fire District is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute

119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____ FAX _____	Email _____

Order Information

Remit / Payment Information

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

FAX _____

FAX _____

Email _____

Email _____

2. Company Status *(check only one)*

___ Individual / Sole Proprietor	___ Corporation	___ Partnership
----------------------------------	-----------------	-----------------

<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company
--	--

3. Taxpayer Identification Number *(for tax reporting purposes only)*

Federal Tax Identification Number (TIN) _____ (Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

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

Signature _____	Date _____
Title _____	Phone Number _____

Attachment 6: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000.00</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	<p>Bodily Injury and Property Damage</p> <p><u>\$1,000,000.00</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.</p>
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Greater Naples Fire Rescue, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 500,000.00</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<p><input type="checkbox"/> Watercraft Occurrence \$ _____ Per</p> <p><input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.</p> <p style="text-align: right;">\$ _____ Per</p> <p>Occurrence</p>

Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

Occurrence \$ _____ Per

Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

Occurrence \$ _____ Per

Pollution
Occurrence \$ _____ Per

Professional Liability
claim and in \$ _____ Per
the
aggregate

- \$1,000,000 per claim and in the aggregate
- \$2,000,000 per claim and in the aggregate

Project Professional Liability
Occurrence \$ _____ Per

Valuable Papers Insurance
Occurrence \$ _____ Per

Employee Dishonesty / Crime
Occurrence \$ _____ Per

Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Greater Naples Fire Rescue.

6. Bid bond
- Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the Finance Director, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Greater Naples Fire District on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. Performance and Payment Bonds
- For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. Greater Naples Fire Rescue must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. The Certificate Holder shall be named as Greater Naples Fire Commissioners, OR, Greater Naples Fire Rescue District, OR Greater Naples Fire. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of the District.
11. **Thirty (30) Days Cancellation Notice** required.
-

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____