



**GREATER NAPLES FIRE RESCUE FIRE
ADMINISTRATIVE HEADQUARTERS**
14575 Collier Boulevard • Naples, FL 34119
Phone: (239)348-7540 Fax: (239)348-7546

J. Nolan Sapp, Fire Chief

GRANT FUNDED REQUEST FOR PROPOSAL

24-003

Grant Technical Assistance

Scott Johnson, Procurement Logistics

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This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Greater Naples Fire Rescue District.

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Board of Fire Commissioners

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Legal Notice

Sealed Proposals to provide Grant Management Technical Services will be received until **on February 19, 2024, Naples local time, on 3PM** at the Greater Naples Fire Rescue District, Logistics Services Division, and 14575 Collier BLVD Naples, FL 34119

Solicitation 24-003 Grant Technical Assistance

Services to be provided may include, but not be limited to the following: Grant Technical Assistance Services.

A non-mandatory pre-proposal conference will be held on February 13, 2024, commencing promptly at 10:00 AM, and will be held in the Greater Naples Fire Rescue District, 14575 Collier BLVD, Naples, FL 34119 if this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

All proposal statements will be made using the Request for Proposal format obtained on the Greater Naples Fire Logistics Services Division.

Greater Naples Fire Rescue District does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF FIRE COMMISSIONERS
GREATER NAPLES FIRE RESCUE DISTRICT, FLORIDA,

BY: /S/ Scott D. Johnson
Logistics Division

This Public Notice was posted on the Greater Naples Fire Rescue District website: <https://www.greaternaplesfire.org/news/> on February 2, 2024.

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Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Greater Naples Fire Rescue District (hereinafter, the “District”), has issued this Request for Proposal (hereinafter, “RFP”) with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

Background

Greater Naples Fire Rescue District (hereafter referred to as the District) is soliciting proposals for a unit cost stand-by contract from qualified Vendors to provide Disaster Consulting Services in the recovery efforts associated with disasters. The selected Vendor shall assist the District with FEMA compliance and qualifying reimbursements. In addition to establishing and implementing an assistance program that complies with all FEMA regulations. Such Federal Programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, Small Business Administration, USDA United States Department of Agriculture, Rural Development Grant & Loan, and EDA U.S. Economic Development Administration. Greater Naples Fire reserves the right to amend, add, or delete from this represented list should it be in the Districts best interest.

Detailed Scope of Work

The primary tasks of this service is included below and are not limited too.

Primary Tasks:

1. Coordinate and develop all project worksheets to meet FEMA documentation requirements.
2. Assist to resolve insurance and possible duplication of funding issues.
3. Assist in getting the necessary legal documents for proper filing.
4. Advise the District on document retention strategies.
5. Coordinate with District staff to obtain all cost and necessary backup documentation to develop, revise and submit project worksheets.
6. Coordinate with Grantor representatives to provide additional information needed to quickly process worksheets.
7. Track status of Grantor reimbursement and serve as a co-liaison between Grantor and the District.
8. Prepare the necessary reports to Grantor and assist the District with extension requests.
9. Advise the District on the management of the closeout process.
10. Assist the District in responding to Request for Information requests from Grantor.
11. Advise the District on handling disputed issues with Grantor/State Staff.
12. Provide detailed and periodic management reports on the status of project worksheets including developments, revisions, submissions/approvals, open issues, financial overview, etc.
13. Provide cash management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.

14. Provide the District with expertise on Grantor regulations and best strategies for maximizing reimbursements and to secure other funding sources when applicable, possibly grants.
15. Develop a process/system to efficiently submit federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
16. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the District.
17. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
18. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
19. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
20. Evaluate and assist in the formulation of Grantor PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (DDD's) and a project's Scope of Work (SOW).
21. Prepare first and second appeals, and arbitration as required.
22. Monitor reconstruction efforts, actual versus project worksheet scope of repair, and progress payments.
23. Perform project worksheet closeouts.

Contract Term

The contract term, if an award(s) is/are made is intended to be for two (2) years with one (1) two (2) year renewal option .

Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The District reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	2/2/2024
Last Date for Receipt of Written Questions	2/25/2024, Noon, Naples Local Time
Non-mandatory pre-solicitation meeting(Include if applicable)	2/13/2024, 10AM, Naples Local Time and Locations
Addendum Issued Resulting from Written Questions or Pre-Proposal Conference (Include if applicable)	2/13/2024
Solicitation Deadline Date and Time	2/19/2024, 3PM, Naples Local Time
Anticipated Evaluation of Submittals	2/26/2024
Vendor Presentations if Required	TBD
Anticipated Completion of Contract Negotiations (Include if applicable)	TBD

Anticipated Board of Fire Commissioner's Contract Approval Date	March 2024
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Vendor Response Requirements and Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Greater Naples Fire Rescue District. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the Fire District's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below should be submitted with each proposal in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1) Tab I, Cover Letter / Management Summary 0 pts

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

2) Tab II, Business Plan 15 pts

In this tab, include:

- Description of the proposed contract team and the role to be played by each member of the team.
- Detailed plan of approach (including major tasks and sub-tasks).
- Detailed time line for completion of the project.
- Include with the Business Plan or as an attachment, a copy of a report as an example of work product. This should be for one of the projects listed as a reference.
- Demonstrate the evaluation of Cost for Grantor Agency – Provide example work products

3) Tab III, Cost of Services to the District 20 Pts

In this tab, include:

- Provide the projected total cost and estimated calendar day duration (including projected hours) for which your firm will provide the work as described in this RFP.
- Provide proposed fee schedule of principals and staff (including sub-consultants).

4) Tab IV, Experience and Capacity of Firm 20 pts

Provide information that documents your firm’s and subcontractors’ qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services. Also describe the various team members’ successful experience in working with one another on previous projects.

List Current Projects in the Format Identified Below					
Project Description	Start Date	End Date	Original Budget	Final Project Cost	Number of Change Orders

5) Tab V, Specialized Expertise of Team Members 30 pts

Attach brief resumes of all proposed project team members who will be involved in the management of the total package of services, as well as the delivery of specific services. The same should be done for any sub-consultants. If sub-consultants are being utilized, letters of intent from stated sub-consultants must be included with proposal submission.

6) Tab VI, References 15 pts

In order for the vendor to be awarded any points for this tab, the Districts requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The District will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor’s information provided in this area:

- The District shall total each of the vendor’s five reference scores and create a ranking from highest number of points to lowest number of points. References marked with an N/A (or similar notation will be given the score of zero (0)). Vendors who do not turn in reference forms will be counted as zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest score.
- The next highest vendor’s number of points will be divided by the highest vendor’s points which will then be multiplied by criteria points to determine the vendor’s points awarded. Each subsequent vendor’s point score will be calculated in the same manner.
- Points awarded will be extended to the whole number per Microsoft Excel.

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	20
Vendor DEF	435	19.6
Vendor GHI	425	19.1
Vendor JKL	385	17.3
Vendor MNO	385	17.3
Vendor PQR	250	11.2

Note: Sample chart reflects a 20 point reference criterion.

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor’s proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor. The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

7) Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the District and Selection Committee.

8) Tab VIII, Required Form Submittals

- Attachment 2: Vendor Checklist
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Form
- Attachment 5: Immigration Affidavit Certification
- Attachment 6: Vendor Substitute W9
- Attachment 7: Insurance and Bonding Requirement Form
- Attachment 8: Reference Questionnaire
- Attachment 9: Grant Required Forms N/A
- Excluded Parties List System Documentation located at: www.sam.gov, and select SEARCH.
- Licenses and/or Certifications if applicable
- Other: if applicable

Exhibit I.A: Granting Agency Requirements

N/A

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Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Greater Naples Fire Rescue District, Online website: <https://www.greaternaplesfire.org/news>. Vendors must clearly understand that the only official answer or position of the Fire District will be the one stated on the Greater Naples Fire Rescue District website. For general questions, please call the referenced District Staff Member noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with District staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as “mandatory”, prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Procurement Services Division.

5. Proposal, Presentation, and Protest Costs

The Fire District will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. Delivery of Proposals

All proposals are to be delivered before 3PM, Naples local time, on or before February 19, 2024 to:

Greater Naples Fire Rescue District
Fire District Headquarters 14575 Collier BLVD

Naples FL 34119

Attn: Scott Johnson, Procurement Logistics

The Fire District does not bear the responsibility for proposals delivered to Fire Headquarters past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Fire Chief, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit **one (1) paper copy clearly labeled "Master," and four (4) USB flash drive with a copy of the proposal on each flash drive in Word, Excel or PDF.** List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the District prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The District is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by the Board of Fire Commissioners.

The District may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The District's procedure for selecting is as follows:

1. The Fire Chief or designee shall appoint a selection committee to review all proposals submitted.
2. The Request for Proposal is issued.
3. Subsequent to the receipt closing date for the proposals, the Procurement professional will review the proposals received and verify each proposal to determine if it minimally responds to the requirements of the published RFP.
4. Selection committee meetings will be open to the public and the Procurement professional will publicly post prior notice of such meeting(s) in the lobby of the Greater Naples Fire Rescue District Headquarters Building and on the Fire District Internet site.
5. Prior to the first meeting (Organization Meeting) of the selection committee, the Procurement professional will post a notice announcing the date, time and place of the meeting at least

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three (3) working days prior to the meeting. At the initial organization meeting, the selection committee members will receive instructions, the submitted proposals, and establish the next selection committee meeting date and time. After the first meeting, the Procurement professional will publically announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be posted with at least one (1) day advanced notice.

6. Selection committee members will independently review and score each proposal based on the evaluation criteria stated in the request for proposal using the Individual Selection Committee Score and Rank Form and prepare comments for discussion at the next meeting. The Individual Selection Committee Score and Rank Form is merely a tool to assist the selection committee member in their review of the proposals.
7. At the scheduled selection meeting, the members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other, and may ask questions of one another. At the conclusion of that discussion, members of the public will be offered an opportunity (not to exceed three (3) minutes) to provide comments.
8. At the conclusion of public comments (provided for in number 7), the selection committee members will individually rank order each proposer. District selection committee members may consider all the material submitted by the Proposer and other information District may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type, including, without limitation, additional information the Greater Naples Fire Rescue District may request, clarification of proposer information, public comments, and/or additional credit information.
9. Once the individual ranking has been completed, the Procurement professional will direct selection committee members to read their individual ranking publically. The Procurement professional will record individual rankings on the Final Ranking Sheet which will mathematically compile into an overall selection committee rank of proposers.
10. In any of the selection committee meeting deliberations, by consensus, members may request to invite proposers in to clarify their proposals, ask for additional information, present materials, interview, ask questions, etc. The members may consider any and all information obtained through this method in formulating their individual ranking and subsequent selection committee overall ranking and final ranking.
11. The selection committee's overall rank of firms in order of preference (from highest beginning with a rank of one (1) to the lowest) will be discussed and reviewed by the Procurement Strategist. By final consensus, and having used all information presented (proposal, presentation, references, etc.), the selection committee members will create a final ranking and staff will subsequently enter into negotiations. Award of the contract is dependent upon the successful and full execution of a mutually agreed contract, pending the final approval by the Board of Fire Commissioners.

The District reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addendums, and/or amendments as it may deem appropriate, including, but not limited, to requesting supplemental proposal information.

Receipt of a proposal by the District or a submission of a proposal to the District offers no rights upon the Vendor nor obligates the District in any manner.

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Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances may not be considered.

10. References

The District reserves the right to contact any and all references associated with this solicitation.

11. Proposal Selection Committee and Evaluation Factors

The District Manager or designee shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Business Plan	15
Cost of Services	20
Capabilities of Firm	20
Experience of Personnel Assigned	30
Past Experiences and References	15

Total Points: 100

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by District to the vendor (as obtained from the District’s financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the District to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by District to accept the proposal which in the judgment of the District is deemed the most advantageous for the public and the District.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the District contract, the District reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

13. Reserved Rights

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 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. The 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 District. The District reserves its right to reject any sole response.

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Exhibit IV: Additional Terms and Conditions for RFP

1. Insurance and Bonding Requirements (The specific insurance requirements for this solicitation are identified in the attachment for Insurance and Bonding Requirements.)

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 the 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 District and the Vendor waive against each other and the District's 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 District shall, where appropriate, require similar waivers of subrogation from the County's 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, Florida, 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
Board of Fire Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Attachment 6 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 District of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the District, in a like manner, within twenty-four (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 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 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 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 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 District with such renewal certificate(s) shall be considered justification for the District to terminate any and all contracts.

2. Offer Extended to Other Governmental Entities

The 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.

3. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

4. District's Right to Inspect

The District or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

5. Vendor Performance Evaluation

The District has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

6. Additional Terms and Conditions of Contract

Greater Naples Fire Rescue District has developed standard contracts/agreements, approved by the Board of Fire Commissioners (BoFC). The selected Vendor shall be required to sign a standard District contract within twenty one (21) days of Notice of Selection for Award.

The resultant contract(s) may include purchase or work orders issued under one, or any combination of price methodologies by the District's project manager:

Lump Sum (Fixed Price): a firm fixed total price offering for a project; the risks are transferred from the 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 District's project manager before payment for the fixed price contract is authorized.

Time and Materials: the District agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

Unit Price: the 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).

The District reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Greater Naples Fire Rescue District. A sample copy of this contract is available upon request. The District will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

The District's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

7. Payment Method

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 District's purchase order or contract.

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.

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Greater Naples Fire Rescue 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.
- Standard – payment by purchasing card. Greater Naples Fire Rescue District's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The District may not accept any additional surcharges (credit card transaction fees) as a result of using the District's credit card for transactions relating to this solicitation. The District will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (District's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

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 District and the contractor has not satisfied nor made arrangement to satisfy these debts, the District reserves the right to off-set the amount owed to the 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 Division 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.

8. Environmental Health and Safety

All Vendors and Sub vendors performing service for 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. All firewall penetrations must be protected in order to meet Fire Codes.

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

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.

9. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the Fire District account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Greater Naples Fire Rescue District is also required to have an occupational license.

All State Certified contractors who may need to pull County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Greater Naples Fire Rescue District.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

10. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. 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:

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Greater Naples Fire Rescue District
14575 Collier BLVD
Naples, FL 34119
Telephone: (239) 348-7540

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

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.

12. Survivability

Purchase Orders: The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 24-003 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

13. Relation of Fire District

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the District, and that the District shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

14. Termination

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

15. Lobbying

All firms are hereby placed on **NOTICE** that the Board of Fire Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the Board of Fire Commissioners for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of District in reference to this Proposal, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

16. 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 District reserves the right to award to another firm.

17. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

In addition, consultants that have participated and/or will participate in the development of scope, background information or oversight functions on this project are precluded from submitting a Proposal as either a prime or sub-consultant.

18. Protest Procedures

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the District prior to the time of the bid opening strictly in accordance with the District's then current Procurement Ordinance and policies.

The Board of Fire Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Administrative Headquarters on Friday. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the District within two (2) calendar days (excluding weekends and 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 Fire Chief.

19. Public Entity Crime

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 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to 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.

21. Prohibition of Gifts to 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 District employee, as set forth in Chapter 112, Part III, Florida Statutes, the current version of the District Ethics Policy. 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 District staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the 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.

22. Immigration Law 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 Fire 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

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 Greater Naples Fire Rescue 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.

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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 for prospective Vendors not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail Greater Naples Fire Rescue District, 14575 Collier BLVD, Naples, FL 34119.

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

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (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): _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

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Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms (including granting agency forms) have been signed and included, along with licenses to complete the requirements of the project.
- Copy of Internet certification that the Vendor is not on the Federal Excluded Parties List System at: www.sam.gov, and select SEARCH.
- The mailing envelope has been addressed to:
Greater Naples Fire Rescue District
14575 Collier BLVD
Naples FL 34119
Attn: Scott Johnson
- The **mailing envelope must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)
- If submitting a manual proposal, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.

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

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Attachment 3: Conflict of Interest Affidavit

The Consultant certifies that, to the best of its knowledge and belief, the past and current work on any District project affiliated with: _____ does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current District project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Fire District project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Fire District project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / consultant must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm: _____

Signature and Date: _____

Print Name: _____

Title of Signatory: _____

State of _____ County of _____	
SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____,	
by _____, who is personally known to me to be	
the _____ for the Firm, OR who produced the following	
identification _____.	
_____ Notary Public	_____ Commission Expiration

Attachment 4: Vendor Declaration Statement

BOARD OF FIRE COMMISSIONERS
Greater Naples Fire Rescue District
Naples, Florida 34119

RE: Solicitation 24-003 Grant Technical Assistance

Dear Commissioners:

The undersigned, as Contractor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Contractor agrees, if this proposal is accepted, to execute a District document for the purpose of establishing a formal contractual relationship between the firm and Greater Naples Fire Rescue District, for the performance of all requirements to which the proposal pertains. The Consultant states that the proposal is based upon the proposal documents listed by the above referenced **Solicitation 24-003 Grant Technical Assistance**.

(Proposal Continued on Next Page)

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PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 202__ in the County of _____, in the State of _____.

Firm's Legal Name: _____

Firm's Dun and Bradstreet
Number (DUNS) _____
(Found at www.dnb.com)
CCR # or CAGE Code _____

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

City, State, Zip Code: _____

Telephone: _____ FAX _____

Signature by: _____
(Typed and written)

Title: _____

Additional Contact Information

Send payments to: _____
(required if different from above) Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

FAX: _____ Email _____

**Office servicing Greater Naples
Fire Rescue District to place orders** _____
(required if different from above)

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____ Email _____

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Attachment 5: Immigration Law Affidavit Certification

Solicitation # and Title :24-003 Grant Technical Assistance

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.**

District will not intentionally award District 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").

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 Greater Naples Fire Rescue 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 _____

Fire 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.

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**Attachment 6: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Greater Naples Fire Rescue District is required to collect the following information for tax reporting purposes from individuals and companies who do business with the District(including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the District 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)*

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> 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	
Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

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 _____

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Attachment 7: 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</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$1,000,000</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
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 District, 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</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft Occurrence \$ _____ Per <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> 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. \$ _____ Per Occurrence <input type="checkbox"/> Pollution Occurrence \$ _____ Per <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate

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Project Professional Liability Occurrence \$ _____ Per

Valuable Papers Insurance Occurrence \$ _____ Per

Employee Dishonesty / Crime \$ _____ Per Occurrence
Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Greater Naples Fire District.

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 District, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Greater Naples Fire Rescue 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 Fire District with certificates of insurance meeting the required insurance provisions.

9. Greater Naples Fire Rescue District 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 Rescue District, Board of Fire Commissioners, OR, Board of Fire Commissioners in Greater Naples Fire Rescue District, OR GNFD, OR Greater Naples Fire Rescue District. 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 Greater Naples Fire Rescue 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 _____

Attachment 8: Reference Questionnaire

Solicitation: 24-003 Grant Technical Assistance		
Reference Questionnaire for:		
(Name of Company Requesting Reference Information)		
(Name of Individuals Requesting Reference Information)		
Name:	Company:	
(Evaluator completing reference questionnaire)	(Evaluator's Company completing reference)	
Email:	FAX:	Telephone:

Greater Naples Fire Rescue District is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Please FAX this completed survey to: _____ By _____

Attachment 9: Granting Agency Forms

N/A

Professionalism ~ Integrity ~ Compassion

Board of Fire Commissioners

Nick, Biondo, Mark Cherney, Al Duffy, Brian Cross, Patrick Dearborn