

RFQ No.: 2017-01

PROJECT NO.: RFQ 2017-01

DUE DATE: SEPTEMBER 28, 2017

AND TIME: 2:00 P.M.

NO PRE-BID FOR THIS PROJECT

REQUEST FOR QUALIFICATIONS

**TITLE:
VILLAGE OF ESTERO LAND DEVELOPMENT
CODE UPDATE**

Advertised Date: August 31, 2017

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS

9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:

BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

GENERAL CONDITIONS

Sealed Responses will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Request for Qualifications”.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

1. SUBMISSION OF QUALIFICATIONS:

- a. All Qualifications Packages must be submitted in compliance with the Response Procedure set forth below:
 1. Qualifications Packages must be submitted by hand delivery to the Village of Estero Administration Offices.
 2. Submission Format:
 - a. Anti Collusion Statement (1 Page)
 - b. Affidavit Certification Immigration Laws (1 Page)
 - c. Public Entity Crime Form (2 Pages)
 - c. Response to Criteria (Not to exceed 10 pages – the requested resumes are not included in the 10 page limit.)
 3. Should not contain links to other Web pages
 4. Please include one (1) original and five (5) copies of your complete Qualifications response. The original and copies should be printed out hard copy. Please also include your entire Qualifications package on a flash drive.
- b. Statements of Qualifications must, at a minimum include the following information:
 1. Project RFQ number and Name
 2. Consultant’s name and address
 3. Proposed responsible office for consultant
 4. Contact person, phone and fax number and Email Address
 5. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
 6. Proposed key personnel and their proposed roles
 7. Sub-consultant(s) that may be used for the project
 8. The Project Team’s approach to the project.
- c. **RESPONSES RECEIVED LATE:** The delivery of Qualifications to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject late Qualifications when the lateness is due to matters beyond the control of any third party delivery service. Late Qualifications may be returned to the Consultant with the notation: “This Qualifications Package was received after the specified deadline time”. All references to date and time herein reference Estero, FL local time.

- d. **VILLAGE RESERVES THE RIGHT:** The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.
- e. **EXECUTION OF SOLICITATION:** All responses shall contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. **ACCEPTANCE & SHIPPING**

The materials and/or services delivered under the solicitation **shall** remain the property of the vendor until a physical inspection and actual usage of these materials and/or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Consultant.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the vendor unless otherwise agreed upon in writing prior to service. It shall be the vendor's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

3. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

- a. Authorized to transact business and properly licensed in the State of Florida at the time of bid submittal. Copies of all necessary permits or licenses must be provided with bid submittal.
- b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
- c. Compliance with any applicable Environmental Protection Agency regulations,
- d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.

- e. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- f. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- g. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- h. Chapter 119, Florida Statutes, Public Records, Pursuant Section 119.071, Florida Statutes, solicitations are exempt from public records request until such time as the agency provides a notice of a decision or intended decision (within 30 days after bid or proposal opening, whichever is earlier). See also Florida Statute 337.168 regarding the confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

4. **VILLAGE OF ESTERO PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928

All invoices will be paid as directed by the Village payment procedure and in accordance with the Florida Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the Village; may not submit a bid on a contract with the Village for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the Village; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the Village, and may not transact business with the Village in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Please complete, execute, and notarize the attached Public Entity Crime Form and include it with your response.

6. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the Detailed Specifications, then the following order of precedents will apply:

1. Requirements of law.
2. Detailed Specifications.
3. General Conditions.

7. **WAIVER OF CLAIMS**

Upon the expiration of any contract awarded under this solicitation or final payment has been requested and made, the awarded respondent shall have no more than **30 calendar days** to present or file any claims against the Village concerning this matter. After that period, the Village will consider the respondent to have waived any right to claims against the Village concerning this solicitation.

8. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

9. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

10. **RECORDS**

The selected respondent(s) will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with the Florida Public Records Law.

Selected respondents will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by a respondent to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Vendor's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, vendor will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting

methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Vendor will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Vendor's responsibility to insure that all required records are provided at the Vendor's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the successful respondent(s) in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village, prior to final payment or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

11. **REQUIRED SUBMITTALS**

Any submittals required herein should be returned with the solicitation response. However, information may be accepted after bid opening, at the Village's sole discretion, but in no case later than 10 calendar days after bid opening.

12. **TERMINATION**

In addition to any termination provisions provided for elsewhere in this solicitation, any contract resulting from this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

The Village reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000 in accordance with Section 287.135, Florida Statutes, regarding scrutinized companies.

13. **CONFIDENTIALITY**

All submissions are subject to public disclosure and will **not** be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed "Confidential" the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida's public record laws.

The Village **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or until required by Section 337.168, Florida Statutes.

14. **ANTI-LOBBYING CLAUSE**

Pursuant to Section 287.057 Florida Statutes, all respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are **not** to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been canceled. **If it is determined that improper communications were conducted, the respondent may be declared non-responsible.**

15. **INSURANCE**

Insurance must be provided by the awarded respondent. Upon request, a certificate of insurance complying with the attached guide shall be provided by the respondent.

16. **GENERAL INFORMATION**

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform.

Submissions may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance.

Additional sources may be utilized to determine worthiness and ability to perform.

Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in disqualification.

17. **ADDENDUMS**

Each respondent must examine the solicitation documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation must be made **in writing, submitted at least eight (8) calendar days prior to the date when the response is due.**

Responses and other clarifications will be in the form of an Addendum posted on www.estero-fl.gov . It is solely the firm's responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the contract documents.

The Village will not be responsible for oral interpretations given by any Village employee, Representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

18. **SUBCONTRACTORS AND SUBCONSULTANTS**

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a proposal under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple proposals for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

19. **SELECTION PROCEDURE**

The selection will be made in accordance with Village policy. Some or all of the respondents may be requested to provide interviews and presentations of their proposal for the ranking process.

The recommendation to award, negotiated rates and a final negotiated agreement will be submitted, as appropriate, to the Village Council or Village Manager for approval.

If a satisfactory agreement cannot be negotiated in a reasonable amount of time, the Village, at its sole discretion, may terminate negotiations with the selected respondent(s) and begin agreement negotiations with the next most responsive respondent.

20. **WITHDRAWAL OF RESPONSE**

Requests to withdrawal must be made in writing to the Village Manager who will approve or disapprove the request.

No response may be withdrawn for a period of **180 calendar days** after the scheduled time for opening of the solicitation. Error or negligence on the part of the respondent in preparing the response confers no right for the withdrawal after opening.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of following four circumstances were met: (1) the respondent acted in good faith in submitting their bid, (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent, (3) the mistake was not the result of gross negligence by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award.

21. **PROTEST RIGHTS**

Any person whose bid or proposal is rejected, in whole or in part, or who submits a formal bid or proposal but is not awarded the contract may protest such decision, but only strict compliance with this section. **Failure to follow the protest procedures requirement within and the time frames as prescribed herein shall constitute a waiver of your protest and any resulting claims.**

“Decisions” are posted on the Village of Estero website. Bidders are solely responsible to check for information regarding the solicitation. www.estero-fl.gov/

In order to preserve your right to protest, an aggrieved bidder must file a written **“Notice of Intent to File a Protest” with the Village Manager by 4:00 PM on the third (3) working day after the decision** affecting their bid or potential bid is posted on the Village website.

The notice must clearly state the basis and reasons for the protest and must be physically received by the Village Manager within the required time frame. No additional time is granted for mailing.

To secure your right to protest an aggrieved bidder (“protestor”) will also be required to post a **“Protest Bond”** and **file a written “Formal Protest”** document **within 10 calendar days** after the “Notice of Intent to File a Protest”. A Protest Bond shall be in the form of a certified check, cashier’s check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protestor’s bid, or in the amount not less than five percent (5%) of the lowest responsive bid received by the Village in the case of submission of a “no bid” protestor. In cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the County for the accepted proposal.

Upon receipt of a Formal Protest the Village Manager will forward such protest to the Village Attorney, who shall review the protest and prepare findings of fact and conclusions as to the validity of the protest within 10 calendar days of its receipt and provide that decision to the protestor. The protestor shall have three (3) working days to appeal to the Village Council. The appeal shall be scheduled for a public hearing on the next available Village Council meeting. The Council shall consider the all competent substantial evidence presented at the hearing and render a decision. If the protestor’s appeal is denied the Protest Bond shall be immediately forfeited in its entirety to the Village.

22. **ANTI-DISCRIMINATION**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all bidders that it will affirmatively ensure that any all bidders must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All bidders in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded vendor to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Vendor further agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the Village its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of any agreement awarded hereunder.

23. **AGREEMENT FORTHCOMING**

The awarded respondent will be required to execute an Agreement as a condition of award.

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE NO.: _____

E-MAIL ADDRESS: _____

**VILLAGE OF ESTERO, FLORIDA
DETAILED SPECIFICATIONS
FOR
VILLAGE OF ESTERO LAND DEVELOPMENT CODE UPDATE**

SCOPE

The Village of Estero is seeking qualified firms or individuals for professional services to update the Village's transitional Land Development Code in accordance with its new Comprehensive Plan and current planning practices.

BACKGROUND INFORMATION

Estero is located on the southwest Florida coast, in Lee County. Incorporated on December 31, 2014, the first Village Council was elected and took office on March 17, 2015. The Village, with a population of 30,500 full-time residents, prides itself on its interested and involved citizens, small town sense of community, high design standards and quality of life.

Located within the Village are 38 gated residential communities, a large regional lifestyle center (Coconut Point), Hertz Corporate Headquarters, and a proposed Medical Village. The Village is completing a Comprehensive Plan that will guide its future development through creative and innovative techniques, clarify its future vision, and evaluate opportunities for redevelopment potential and techniques. Completion is estimated by December, 2017.

HISTORY

When the Village incorporated, the Comprehensive Plan and Land Development Code of Lee County became the transitional plan and code for the Village. The Village is required to have its first Comprehensive Plan completed within three (3) years. The Village is on schedule with development of the Plan. Once the Plan is adopted, the transitional Land Development Code will need to be revised and updated to be consistent with the new Plan.

The project is not anticipated to be a complete rewrite of the Code. Some areas may require more extensive changes, such as chapter 34, Zoning, while some chapters may only require minimal revisions or modernization. The current unified Land Development Code that applies to Estero was adopted in 1994 by Lee County (republished in 2000). The Code was amended by the adoption of a Land Development Code update by the Village in 2015. This update addressed some sections of the Code with a focus on the new "Village Center" land use category and regulations.

There are also a few separate ordinances that may need to be codified into the new Land Development Code.

PROJECT GOALS

It is the intention of the Village of Estero to procure the professional services of a qualified consultant to revise and update the Land Development Code in accordance with the new Comprehensive Plan and current planning practices in an easy to use format. This will involve working closely with the Village Community Development Director, Land Use attorney, Planning and Zoning Board, Design Review Board, interested parties, and Village Council. The process will culminate in an updated Land Development Code that is consistent with the Comprehensive Plan, beginning from drafting through public hearings and adoption by Village Council.

The consultant shall prepare the document in a format agreed upon by the Village (including graphics as necessary) and compatible and transferable to Municode.

SCOPE OF WORK

The professional consulting firm selected for this project will work with the Village Community Development staff, Land Use attorney, and the Planning and Zoning Board. The Community Development Director will be the point of contact for this project.

The scope of work may include but not be limited to the following:

- Review current code to determine updating needs (Chapters to be determined in consultation with Village staff).
- Review ordinances adopted by the Village subsequent to incorporation that need to be included in the code.
- Review new Comprehensive Plan to determine code language necessary or appropriate to implement the Plan. Areas of focus may include redevelopment standards and/or incentives, mixed-use standards and other innovative techniques.
- Address inconsistencies and duplications.
- Review proposed Land Development Code changes suggested by Design Review Board for potential inclusion into new code.
- Evaluate need for new zoning districts to implement the Comprehensive Plan.
- Incorporate emerging or missing land uses (example: microbreweries).
- Update code using graphics or tables as needed to illustrate regulations and provide easy to use format.
- Evaluate regulations that promote walkability, connectivity, sustainability and natural environment as delineated in Comprehensive Plan.
- Incorporate new state or federal legislation as applicable to ensure code is current with legislative changes.

DELIVERABLES

The consultant will prepare the Land Development Code in a format agreed upon by the Village and will also include a schedule for preparation and adoption. The consultant will be expected to provide draft and revised elements for review (including graphics and maps as needed), at various stages of the process. The specific deliverables will include preliminary and final products through workshops, public hearings, and adoption.

SUBMISSION REQUIREMENTS

Prospective consultants are instructed to respond to the RFQ with information as outlined below. Consultants are advised to be concise in their responses and attach only relevant information.

Firms are allowed no more than 10 pages to comply with the criteria listed herein.

All submittals must include:

1. Company Information.
Name, address, phone number, organizational structure, and number of professional staff and their specialties that will be assigned to work on this project (including subcontractors, if any). Location of the firm's offices where the various aspects of the work will be performed. Name and resume of project manager, and the names and resumes of other key staff that will be working on this project.
2. Availability.
A brief statement as to the availability of the key personnel of the firm responsible for the project. Ability of the firm to complete the project within the prescribed timeframe (12 months).
3. Statement of Qualifications.
Provide a summary of the firm's background, capabilities, experience, and qualifications. Include a synopsis of three (3) most similar assignments or projects completed by the firm in the last ten (10) years with specific emphasis on the most relevant projects.
4. Understanding of Project.
A narrative of the consultant's understanding and proposed approach to the project, including coordination and public input mechanisms, the projected timeline, technical needs and any critical issues/concerns in successfully completing the project.
5. Examples of Work.
Samples of work involving the three (3) most similar projects and assignments, along with original budgets and actual costs and fees for those projects. Indicate functions performed by key participants.
6. References.
Names, telephone numbers and email addresses of three (3) people the Village can contact, preferably on similar projects.

RANKING OF QUALIFICATIONS; NEGOTIATION

Firms will be qualified pursuant to the following evaluation criteria. The relative weight of the criteria is shown below. Firms are advised to be concise in their responses and only attach relevant information.

1. Expertise in preparing municipal codes relating to development and redevelopment (maximum 20 points)
2. Experience and specific knowledge of staff members and of project manager assigned to the project as well as knowledge of the local area and the Village codes (maximum 25 points)
3. Recommended approach to, and overall understanding of, the project (maximum 25 points)
4. Presentation and communication skills, including ability to present complex issues in an understandable way (maximum 10 points).
5. Experience with the most similar projects and completing projects within the expected timeframe (maximum 20 points).

A selection committee comprised of representatives of Village staff will review responses received from interested consultants. From this internal review, firms will be chosen for interviews by the selection committee.

The firm offering the best interview/presentation, in the opinion of the Village, will be offered the opportunity to negotiate a contract. **NOTE: Only the respondents achieving the 3 highest point score totals will be short listed and invited for interviews/presentations. The Village reserves the right to invite firms for an interview/presentation outside of the top 3.**

Points will be assigned as listed above based on the information provided in the Qualifications response. Point score totals will be an average of the points assigned by each committee member with a total maximum score of 100 points (for example, if a firm receives a total of 240 points from three committee members, 240 will be divided by 3 for an average of 80 which would be that firm's point score total).

Selection of the firm for this project will be based on the above criteria and interview results and in accordance with Village of Estero policy. The Village and selected consultant will work collectively to define the final specific scope of services to be provided. If a contract cannot be successfully negotiated with the number 1 ranked firm, discussions will be terminated and a contract will be negotiated with the number 2 ranked firm and so on. Subject to appropriate approvals and successful contract negotiation, the selection committee will recommend that the Village Council authorize the execution of a contract at a subsequent Village Council meeting.

NOTE: Proposed short-list and final selection meeting dates will be posted on the Village of Estero web page at www.estero-fl.gov.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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 CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **VILLAGE OF ESTERO RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440 Florida Statutes encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$1,000,000 per accident, bodily injury, or disease

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$2,000,000 policy aggregate
\$1,000,000 per occurrence

*The required minimum limit of liability shown in a and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

The Village of Estero, Florida
9401 Corkscrew Palms Circle
Estero, Florida 33928

- b. *"The Village of Estero, Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.
3. All policies, except for the Workers Compensation shall contain endorsements naming the Village, its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the Village to vicarious liability but shall allow coverage for the Village to full extent provided by the policy, even if those limits exceed those required by this contract.
4. The awarded respondent(s) shall require the carriers of required coverages to waive all rights of subrogation against the Village, its officers, employees, agents, and volunteers. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the respondent and respondent's employees or agents from waiving the right of subrogation prior to a loss or claim. The respondent(s) hereby waives all rights of subrogation against the Village.

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2____.

(NOTARY PUBLIC)

My Commission Expires: _____

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 12. Public Entity Crime Form completed/signed/notarized.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. The mailing envelope has been addressed to:
 Village of Estero
 9401 Corkscrew Palms Circle #101
 Estero, FL 33928
- _____ 17. The mailing envelope **MUST** be sealed and marked with:
 Solicitation Number
 Opening Date and/or Receiving Date
- _____ 18. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- _____ 19. If submitting a "NO BID" please write Solicitation number here _____
 and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

