



REQUEST FOR PROPOSALS

RFP# 2015-01

Village of Estero, Florida
Village Manager Recruitment Services

*Prepared by
Peter G. Lombardi, Interim Village Manager
June 2015*

Village of Estero
21500 Three Oaks Parkway
Estero, FL 33928
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SECTION I
INSTRUCTIONS TO PROPOSERS, TIME LINE, EVALUATION AND SELECTION PROCEDURES

1. GENERAL: The following instructions are given for guiding proposers in properly preparing their proposals.
For information concerning procedures for responding to this Request for Proposal (RFP), contact Peter Lombardi, at the phone number or email address listed on the title page of the document. Proposal documents are available for download via demandstar.com. All addendums, tabulation, and awards will be posted on the Village website.
2. SCOPE OF WORK: The Village of Estero is seeking the services for recruitment of a Village Manager. A detailed scope of services is to be addressed in Section II.
3. ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES, AND ADDENDA: Requests for additional information or questions, must be made in writing, to Peter G. Lombardi, via email at Lombardi@Estero-FL.gov. Additional information will only be transmitted via a written addendum.
4. DEVELOPMENT COSTS: Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.
5. INSURANCE REQUIREMENTS: Before performing any contract work, the selected firm shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below:
 - a. Workers Compensation: Firm shall supply proof of coverage to apply for all employees at the statutory limits provided by state and federal law. The policy must include Employers' Liability with a limit of \$100,000 each employee, and \$500,000 policy limit for disease.
 - b. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Agreement. Minimum \$300,000 each occurrence; \$600,000 general aggregate. Occurrence form required.
 - c. Comprehensive Automobile Liability: Firm shall supply proof of commercial policy or individuals shall supply proof of current auto coverage, to include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement.

The Village of Estero is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the Village before commencement of any work activities under this Agreement.

Any and all deductibles to the above-referenced policies are to be the responsibility of the Respondent. The Respondent's insurance is considered primary for any loss, regardless of any insurance maintained by the Village. The Respondent is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Village Council. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the Village.

The Insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the Village, provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the Village in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Respondent.

6. PROOF OF CARRIAGE OF INSURANCE: The proposer will furnish to Lisa Pace, Finance Director, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies contained, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
7. PROPOSER'S EXPERIENCE RECORD: The Village will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy; (b) mortgage foreclosures; (c) previous or pending litigation; and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
8. NON-APPROPRIATION OF FUNDS: In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the Village, upon written notice of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the Village.
9. POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS: The Village reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.
10. CONTRACT AWARD: The Village anticipates entering into a contract with the proposer who submits the proposal judged by the Village to be most advantageous. The Village anticipates awarding one contract but reserves the right to award more than one if it's in the best interest to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the Village. A contract shall not be deemed to exist and is not bonding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the Village, an agreement has been approved, and executed by parties and by the appropriate level of authority within the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals. The Village reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon

the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informality and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

11. RIGHT TO WAIVE AND REJECT: There is no obligation on the part of the Village to award the proposal to the lowest proposer, and the Village reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the Village, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The Village of Estero shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

12. DISQUALIFICATION OF PROPOSERS: Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - a. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the Village until such participant shall have been reinstated as a qualified proposer.
 - d. Uncompleted work, which in the judgement of the Village, might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.

13. NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT: Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in performing any services pursuant to this Agreement.

14. PUBLIC RECORDS: The Village of Estero is a public agency subject to Chapter §119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter §119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the Village, at no cost, all public records in the possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

15. PROPOSAL SUBMISSION DEADLINE AND OPENING: Sealed proposals will be received by the Village Manager's office, Village of Estero, 21500 Three Oaks Parkway, Estero, Florida until 4:00 P.M. on June 24, 2015. The proposals will be opened and read aloud shortly thereafter. One (1) electronic CD copy in .PDF format, one (1) original and seven (7) copies of proposals must be presented in a sealed envelope and identified with the following information: "**Village of Estero, Florida, Village Manager Recruitment Services**". The Village of Estero reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals.

SUBMITTAL OF RESPONSES BY FACSIMILE (FAX) OR ELECTRONIC MAIL (E-MAIL) IS NOT ACCEPTABLE. RESPONSES DELIVERED IN THIS MANNER WILL NOT BE CONSIDERED.

16. COMMUNICATION WITH THE VILLAGE: All communications regarding this RFP are restricted and may only be made through the Interim Village Manager. Any oral communications will be considered unofficial and non-binding to the Village. The Village is not bound by information, clarification, or interpretation from other Village officials or employees except as directed in this RFP. Consultants/Contractors should not contact any Village officials or employees other than the Interim Village Manager. Failure to observe this requirement may be grounds for rejection of the firm's submittal. Interested firms may submit inquiries to the Village prior to the submittal deadline. Following submittal, the Village will not receive additional requests, inquiries, or information from any Consultant. The only request that the Village will accept shall be information regarding the anticipated award date and/or a list of companies that submitted.

17. AVAILABILITY OF PROPOSALS AND RELATED INFORMATION: Florida State Statute affords government agencies a defined amount of time to review proposals and related information before the information is subject to Florida Public Records statutes. The applicable statute is included here:

“Florida Statute §119.71 (b) 1.a. as amended by HB 7223; Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from §119.07(1) and §24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to §120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier.”

18. CONTRACT OR AGREEMENT: Should award be made the Village will expect the selected company to negotiate in good faith and execute an Agreement with the Village to provide the contracted good and/or services.
19. PRIOR APPROVAL: Services shall not be rendered nor remunerated which have not received prior coordination and approval from the Village in the form of a signed Agreement.
20. KEY PERSONNEL: The Village reserves the right to discontinue (terminate) any contract awarded under this RFP, when key personnel identified by the vendor are not available. Substitution of key personnel may only occur with advance approval by the appropriate Village official. Substitute personnel shall have sufficient experience.
21. SUBCONTRACTORS: The Village of Estero reserves the right to approve all subcontractors for this contract. If subcontractors are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main contractor exclusively. Subcontractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the Village of Estero.
22. REQUEST FOR PROPOSAL TIME LINE: The anticipated schedule for this RFP is as follows; all dates are tentative and subject to change.

Proposal Issue Date: June 10, 2015

Proposals Due: June 24, 2015

Village Council Consideration: July 1, 2015

23. BASIS OF AWARD: The Estero Village Council, at a meeting of the Council, will make Award of contract. Firms are ranked according to the evaluation results. The Village will initiate negotiations with the top ranked firm. If negotiations with the top ranked firm are not successful, negotiations will begin with number two and then three if necessary. The Village intends to award any subsequent contract to a single vendor. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentation if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.
24. QUALIFICATIONS: Submitting firms must be regularly engaged in the business of executive level employment recruiting. The company has to have been engaged in this business for a minimum of five (5) years.
25. USE OF INFORMATION FROM OTHER SOURCES: The Village of Estero reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conference, references, and/or other sources in the evaluation process. The Village reserves the right to conduct investigations as deemed necessary by the Village to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Respondents,

subcontractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the documents.

26. **PROPRIETARY AND CONFIDENTIAL INFORMATION:** In accordance with Chapter §119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that this RFP and the responses thereto are in the public domain.

Marking information as proprietary or confidential does not guarantee confidentiality. The Village may have to disclose such information if required by law or court ruling and that in the event of a legal challenge to the confidentiality of any item marked as such the Respondent will be expected to defend its claim of confidentiality and indemnify the Village against any expenses it incurs due to a challenge.

However, Respondents are requested to **SPECIFICALLY IDENTIFY** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A Respondent marking, labeling or declaring their entire proposal “Confidential and Proprietary” may be cause for disqualification.

All proposals received from firms in response to this RFP will become the property of the Village of Estero and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.

By submission of a response to this RFP the respondent agrees to hold harmless the Village of Estero should any information marked confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.

27. **EVALUATION METHOD:** The Village of Estero will evaluate submittals using the scoring criteria detailed in this document. The Village is under no obligation to solicit such information if the Respondent fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.
28. **COST AND PRICING:** Cost or pricing elements must be included in your proposal. Cost and pricing are considered during the evaluation process as detailed in the evaluation criteria. Respondent shall outline a pricing schedule that identifies all pricing elements and delineates all costs to the Village for the acquisition of these services. Include all payment terms.
29. **EVALUATION CRITERIA:** Each proposal will be evaluated for full compliance with the RFP instructions to the Respondent and any mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm that is most responsive to the herein described needs of the Village. Evaluation points will be assigned as follows:

EVALUATION CRITERIA	MAX. POINTS
Qualifications, Resources and Experience – Specific Experience and references for Village Manager recruitment experience. Experience with Council/Manager (Commission/Manager) cities similar to the Village of Estero in size and scope of services.	35 Points
Work Approach/Methodology – Demonstrated understanding of the scope of services, the firm’s corresponding adaptability to perform the work, the project approach and demonstrated solutions to providing complete, comprehensive recruitment services.	30 Points

Capability and Skill – Qualifications and prior job experience of staff members in similar work with an emphasis on Florida Municipal Village Manager recruiting.	20 Points
Costs to the Village	15 Points
Sub-Total Points	100 Points

30. **RANKING METHODOLOGY:** An evaluator will award no more than the maximum number of points for each of the evaluation criteria listed here. The total points awarded by each evaluator will be totaled for each firm. Based on the total points for each firm by each evaluator the firms will be assigned an ordinal ranking, i.e., 1, 2, 3, 4 The ordinal ranking for each firm by each evaluator will be added together. This number will then be used to assign a final ordinal ranking. This method has been proven reliable in “leveling” any firms being evaluated significantly higher than the other evaluators for the same firm.
31. **CLARIFICATION OF PROPOSAL:** During the evaluation process and at the sole discretion of the Village, requests for clarification of one or more Proposer submittals may be conducted. The Village in a written format, or through scheduled oral interviews may perform this request for clarification. Such clarification request will provide Proposers with an opportunity to answer any questions the Village may have on a Proposer’s submittal.
32. **DISCUSSIONS, INTERVIEWS OR PRESENTATIONS:** The Village may require presentations from respondents. However, the Village reserves the right to use discussions, interviews and/or presentations as a means to make a final selection. The Village Council will determine the need for presentations. Any discussions, interviews and or presentations, if requested, are made at the expense of the responding firm.

SECTION II
OVERVIEW / SCOPE OF WORK

Purpose – This is a request for proposals to contract with an interested and qualified firm to provide full recruiting services for the purposes of filling the Village Manager position. The ideal firm will have proven experience working with local governments, specifically municipalities and more specifically the position of Village Manager.

The Village has not conducted recruitment for this position. The Interim Village Manager has agreed to stay on through the search process and may or may not be a candidate.

The Village desires a nationwide search be conducted for the most qualified candidates to fill the position of Village Manager. Candidates should have experience with local government (municipalities).

The executive search firm should provide the following services as a minimum but not limited to:

- a. One-on-one interviews with Village Councilmembers to develop a profile of the ideal Village Manager candidate for the Village.
- b. Present the finding of the one-on-one interviews at a Council workshop/meeting.
- c. Develop a strategy for carrying out the recruitment, including outreach to encourage applicants from diverse backgrounds to apply.
- d. Identify potential contacts and conduct personal outreach recruiting.
- e. Reviewing resumes for background and qualifications followed by telephone interviews to clarify each applicant's experience and to prepare a written summary of 7 to 10 candidates with the most promising qualifications.
- f. To comply with appropriate personnel regulations and state laws (i.e., ADA).
- g. To respond to all candidate inquiries and produce all correspondence throughout the search.
- h. Evaluate candidates for serious consideration (five to six candidates) by conducting in depth reference checks with individuals who are or have been in the position to evaluate the candidate's performance on the job.
- i. Finalize a process with the Village for interviews and coordinate applicant's participation in interviews.
- j. Debrief with the Village following interviews and identify additional candidates if necessary.
- k. Verify selected candidates' educational background, and conduct criminal, litigation, financial, and newspaper, and civil litigation check.
- l. In the event politically sensitive or potentially embarrassing issues arise in the candidate's background, conducting in-depth interviews with principal parties to clarify the event and clearly describe a picture of the event.
- m. Notify rejected applicants.
- n. Conduct compensation and relocation negotiations with finalist.
- o. Reinitiate a one-time additional executive search, at no fee to the Village, if successful candidate leaves the employment of the Village within one year of placement.

The Village may entertain alternate proposals that achieve the Village's purpose of obtaining a successful placement.

Information that is to be included in the Search Proposal:

- a. Provide a detailed, comprehensive presentation of the approach to be used by your firm to accomplish the search.
- b. Discuss the method used by firm to communicate and work with a municipality.
- c. Specify the information you require from the Village of Estero to enable the firm to conduct the search.
- d. Discuss methods used to identify prospective candidates and promote their interest in applying.

Proposed Village Time Table – The following is a time table prepared by Village staff of the recruiting process. It is highly desirable the new candidate begins work in October 2015, the beginning of the new fiscal year.

- Early July 2015 – Selected recruiting firm meets with Village Council in one-on-one sessions followed by presentation the optimum candidate profile to the Village Council and approval of the profile, salary and recruitment timeline by the Village Council.
- Mid-July – Mid-August 2015 – Resumes received and reviewed.
- Late August 2015 – Short List of Candidates with collateral reports provided by the recruiting firm.
- September 2015 – Interviews / Selection
- September 2015 – Negotiate Salary
- September 2015 – 30-day Notice given by selected candidate
- October 2015 – New Village Manager begins work

Salary – If needed for calculation cost of services, the Interim Village Manager is receiving an annual salary of \$125,000.

Village Due Diligence – The Village reserves the right to perform its own background and/or reference checks of any candidates selected by the recruiting firm. These checks will be in addition to background and reference checks performed by the recruiting firm.

Background Information on Estero.

Location and Size:

The Village of Estero is located in Lee County Florida. It is an inland community bordered by Bonita Springs, Fort Myers Beach and unincorporated Lee County. The Village has a population of roughly 31,120 and has an area of 30 square miles. The main roadways coming into the Village are I-75, US-41, Three Oaks Parkway, Corkscrew Road, and Estero Boulevard.

History of the Village of Estero:

The name Estero is Spanish for estuary – where the river meets the sea – and until the 1970's much of the settlement and development in Estero was near the Estero River, then called Estero Creek.

In the early days, Estero was a major citrus producing area. The first homesteader is reported to be Gustave Damkohler who in 1882 farmed citrus along the Estero River and then used the river to ship his harvests north via the Gulf of Mexico.

Estero's most noted pioneer was Cyrus Teed, leader of the Koreshan Unity which believe the universe existed within a giant hollow sphere. He and some of his followers began settling along the Estero River in 1894. Gustave Damkohler joined the group and donated his 320 acres of land to the Unity.

The Koreshans were able to incorporate 110 square miles into the Town of Estero in 1904. The municipality stretched from a mile north to today's Gladiolus Drive in south Fort Myers to a mile north of Bonita Beach Road in Bonita Springs and included all of today's Lovers Key State Park and the Town of Fort Myers Beach. The Town of Estero was later abolished in 1907.

During this time, the Koreshans opened a post office, store, blacksmith and sawmill; established schools for all those who wanted to attend; built an Art Hall for their symphony orchestra and theater group, and gathered exotic vegetation from throughout the world which they planted on their grounds. Eleven remaining historic structures are being maintained at the Koreshan State Historic Site.

Not all the homesteaders of that time were happy with the Koreshans. In 1901 Mr. and Mrs. F. M. Hendry deeded land for the Estero Creek School with the restriction of prohibiting all things Koreshan. This school operated until 1903; there is no record of why it closed.

A second, one-room Estero Creek School opened in 1904 and functioned until 1927, with the exception of a one-year closure due to the 1910 hurricane. The school now sits at the Estero Community Park next to a restored 1902 house which was first owned by Frank Hall, trustee of the school.

In 1921, a new four-room school with indoor plumbing and Mediterranean Revival styling was built to accommodate 100 students. Called the Broadway Estero School, it operated until 1949 and still sits next to the old post office on Broadway.

Fast forward to 2001-02...Estero had become the epicenter of growth. This is when Don Eslick, Neal Noethlich and a number of others decided to form the Estero Council of Community Leaders (ECCL) to address residents' concerns and suggestions for how the community should continue to grow.

The ECCL, the Estero Community Planning Panel and Estero Design Review Committee established the architectural and landscaping guidelines which define Estero today. The attractive buildings and landscaping encompassing Coconut Point Mall, Lowes and Walmart are all prime examples of Estero's high development standards.

In July 2013, the ECCL, then chaired by Nick Batos, initiated incorporation efforts which resulted in the 30 square mile community officially becoming the Village of Estero on December 31, 2014. On March 17, 2015, Batos was elected the Village's first mayor.

Form of Government:

The Village operates under a Council-Manager form of government in which the Village Manager is appointed by the Village Council and serves as the head of the Village administration. The Village Manager is responsible for the day-to-day administration of the Village through the various departments, contracts and employees; ensuring the efficient and effective operation of the Village; ensuring that council policies are implemented; recommending policy alternatives to the Council; and responsible for submitting the proposed annual budget to the Council.

The Village Council consists of seven (7) members elected at large from seven (7) districts. Councilmembers will serve a term of four (4) years; no council member will serve more than two (2) consecutive terms. The Council will elect the Mayor and Vice-Mayor from its membership. Both will serve in their capacity for a term of two (2) years. The Village Council represents the Village and its citizens at large, determines Village policy, approves contracts and agreements, establishes guidelines for and approves the expenditure of funds, and adopts or modifies Village ordinances. The next election will be held March 7, 2017.

Village Council meetings are held the first and third Wednesday of each month.

Appointment and Removal of Village Manager/Duties of Village Manager (From Village of Estero Charter):

Sec. 5(1)(a) Village Manager; appointment, qualifications, term and compensation.

The Village manager shall serve such term and receive such compensation as the Council may fix and determine. The Manager shall be chosen on the basis of executive and administrative qualifications without regard to political beliefs, shall be over the age of twenty-one (21), need not be a resident of the city or state at the time of appointment, but shall not reside outside the city without approval of the Council.

Sec. 5(1)(b) Removal of Village Manager.

The Village Manager may be suspended by a resolution approved by a majority vote of the Council, which shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall immediately be served upon the Village Manager. The Village Manager shall have five (5) days to reply to the resolution in writing, and upon request shall be afforded a public hearing, which shall occur at least five (5) days but not more than thirty (30) days after such hearing is requested. After the public hearing, if one is requested, and after full consideration, the Council, by a majority vote of its membership, may adopt a final resolution of removal. The Village Manager shall continue to receive full salary until the effective date of a final resolution of removal.

Sec. 5(1)(d) Village Manager; powers and duties.

The Village Manager shall be the chief administrative officer of the Village. He shall be responsible to the Village Council for the administration of all Village affairs placed in his charge by or under this Charter. He shall have the following powers and duties:

- a. Appoint, suspend, demote, or dismiss any Village employee under the Village Manager's jurisdiction in accordance with law, and may authorize any department head to exercise these powers with respect to subordinates in that department.
- b. Direct and supervise the administration of all departments of the Village except the office of the Village Attorney.

- c. Attend all Village Council meetings unless excused by Council, and shall have the right to take part in discussions, but not vote.
- d. Ensure that all laws, Charter provisions, ordinances, resolutions, and other acts of the Council subject to enforcement are faithfully executed, and performs such other duties as are specified in this Charter and Village Code.
- e. Submit the annual budget, budget message, and capital program to the Council; keep the Council fully advised as to the financial condition and future needs of the Village; and make such recommendations to the Council concerning the affairs of the Village as the Village Manager deems appropriate. The Village Manager shall promptly communicate with the Council his or her reasonable expectation of any significant deviations from the expenditure identified within the annual budget. The definition of the term “significant deviations” shall be determined by the Council.
- f. Designate a qualified Village employee to exercise the powers and perform the duties of the Village Manager during any temporary absence or incapacity of the Village Manager. The Council may revoke such designation at any time and appoint another qualified person, other than a currently seated Council member, to serve as acting Village Manager until the Village Manager returns or his or her incapacity shall cease.
- g. With the consent of the Council, appoint an employee to serve as Village Clerk.

Other Information about the Village of Estero

Year of Incorporation:	2014
Date of Adoption of Village Charter:	November 4, 2014
Form of Government:	Council-Manager
Adopted Budget:	The first operating and capital budget for the Village will be approved in September 2015

Fire Protection

Estero Fire Rescue District

Police Protection

Lee County Sheriff’s Department

SECTION III
PROPOSAL SUBMITTALS

For the proposal to be considered, one (1) .PDF electronic CD Copy, one (1) original **marked "ORIGINAL"**, and seven (7) copies of the proposal must be received in the Village of Estero, Village Manager's Office, on or before 4:00 P.M. on June 24, 2015.

Proposers shall include the following information in their proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TAB 1

Title Page: Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Summary of Qualifications: Provide a brief history of the firm. Indicate the firm's background in providing these services to governmental entities. Provide a description of the Offerer's ability to meet the requirements of the RFP. Indicate members of the firm who will have primary responsibility for the Village's contract, including the designated project manager, and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

TAB 2

Technical Proposal: Outline the proposed manner in which the scope of work will be addressed, description of working relationships with other Florida municipalities and public entities to develop similar access control systems. Approach shall demonstrate firm's capability to work within the Village's tentative budget and time constraints.

TAB 3

Proposed Cost: All costs associated with delivering the requested services shall be detailed. A total all-inclusive maximum price is to be proposed. Include an itemized listing of all direct and indirect costs.

TAB 4

Attachments: Additional information, which the Offeror feels will assist in the evaluation should be included; e.g., manufacturer specifications of the products proposed, and manufacturer's warranties.

Additional Required Proposal Submittal Forms: Addenda Acknowledgements (if applicable), Proposal Form, Public Entity Crime Form, Non Collusion Affidavit, copy of Business Tax Receipt.

SECTION IV
PROPOSAL FORMS

RFP # 2015-01

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature

Printed Name & Title

Company Name

Company Address

City, State, Zip Code

Date

Phone Number

Email Address

SWORN STATEMENT UNDER SECTION §287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer: _____

Business Address: _____

I understand that a public entity crime as defined in Section §287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean 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.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

_____ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section §287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administration Hearings is attached to this statement.

Proposer's Signature

Sworn to and subscribed before me on this _____ day of _____, 20_____

(affix seal)

Notary Public Signature

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any Village of Estero officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the proposer's business who is in a position to influence the procurement. Any Village of Estero officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME

RELATIONSHIPS

NONE: _____

Signature of Proposer

Sworn to and subscribed before me on this _____ day of _____, 20 _____

(affix seal)

Notary Public Signature