



# **NOTICE OF COMPETITIVE NEGOTIATION**

## **TITLE: MISCELLANEOUS PROFESSIONAL SERVICES**

**PROJECT NO.: CN 2016-01**

Requester: VILLAGE OF ESTERO, FLORIDA

**ADDRESS**

9401 Corkscrew Palms Circle  
Estero, FL 33928

**VILLAGE OF ESTERO CONTACT:**

Kathy Hall, MMC  
Village Clerk  
Phone Number: (239) 221-5035  
Email: [hall@estero-fl.gov](mailto:hall@estero-fl.gov)

## GENERAL CONDITIONS

Sealed Responses will be received by the VILLAGE CLERK's OFFICE, until the time and date specified in this "Notice of Competitive Negotiation".

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

### **1. SUBMISSION OF LETTERS OF INTEREST:**

- a. All Letters of Interest must be submitted in compliance with the Response Procedure set forth below:
  1. Letters of Interest must be submitted by hand delivery, Fed Ex, UPS, or mailed to the Village Clerk Office.
- b. Letters of Interest must, at a minimum include the following information:
  1. Project CN 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 Consultant's approach to the project
- c. **RESPONSES:** Written responses will be submitted as sealed bids and must be received **no later than 4:00 p.m. on Tuesday, May 24, 2016** at the Village of Estero address on the cover page, to the attention of the Village Clerk, Kathleen Hall, with the notation Miscellaneous Professional Services CN 2016-01 on the envelope. Provide eleven (11) printed copies and one (1) digital version in the submittal response. Submittals may be mailed, hand delivered, or shipped by Fed Ex/UPS.
- d. **QUESTIONS:** Questions concerning this CN should be directed by email to Mary Gibbs, Community Development Director, at [gibbs@estero-fl.gov](mailto:gibbs@estero-fl.gov).
- e. **RESPONSES RECEIVED LATE:** The delivery of Letters of Interest to the Village of Estero Village Clerk prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. The Village of Estero Village Clerk shall not be responsible for delays caused by the 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 a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest

may be returned to the consultant with the notation: “This Letter of Interest was received after the specified deadline time”.

- f. **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; and/or to accept the response that in its judgement will be in the best interest of the Village of Estero.
- g. **EXECUTION OF SOLICITATIONS:** All responses shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the response shall be initialed.
- h. **ADDITIONS or REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the response will not be considered. The Village Clerk shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

## 2. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

To be eligible to submit, firms must hold all applicable state or federal licenses in good standing and be authorized to do business in the State of Florida.

## 3. **VILLAGE OF ESTERO PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Village of Estero  
Finance Department  
9401 Corkscrew Palms Circle  
Estero, FL 33928

All invoices will be paid as directed by the Village of Estero payment procedure unless otherwise differently stated in the detailed specification portion of this project.

## 4. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

## 5. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the Village concerning this contract. After that period, the Village will consider the Contractor to have waived any right to claim against the Village concerning this agreement.

## **6. AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the Village reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to Village personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

## **7. REQUIRED SUBMITTALS**

All submittals should be returned with the solicitation response.

## **8. TERMINATION**

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar day 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 Clerk may immediately terminate any agreement as a result of this solicitation for emergency purposes.

Any vendor who has voluntarily withdrawn from a solicitation without the Village's mutual consent during the contract period shall be barred from further Village procurement for a period of 180 days. The vendor may apply to the Village of Estero Council for waiver of this debarment. Such application for waiver for debarment must be coordinated with and processed by the Village Clerk.

## **9. CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will not be afforded confidentiality.

## **10. ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the Village Council, nor any employees from the Village of Estero Government, Village of Estero staff members are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact Village personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside

of those specifically scheduled by the Village for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

## **11. INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

## **12. PROTEST RIGHTS**

As a bidder/proposer in the formal solicitation process you have a right to protest an intended decision by the Village as part of the solicitation process. In any case where a proposer or bidder wishes to protest either the results or intended award of any proposal or bid, the challenging party must:

- (1) File a written notice with the Village Manager, detailing the nature of their protest no later than 48 hours, excluding weekends and holidays, after notification of the results or notice of intended award.
- (2) Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check, or money order payable to the Village of Estero in an amount not less than five percent of the lowest responsive bid, where applicable, to be held in trust until either a mutual resolution is achieved or the successful challenge by the protester. If the protester is unsuccessful the bond shall be forfeited to the Village.
- (3) Review and Recommendation. The Village Manager in consultation with the Village Attorney shall make finding of fact and a recommendation regarding the merits of the protest to be heard by the Village Council on the next available agenda upon which the final decision and award shall be made.

**FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE VILLAGE OF ESTERO COUNCIL AS SET FORTH CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.**

**CN 2016-01**  
**VILLAGE OF ESTERO, FLORIDA**  
**DETAILED SPECIFICATIONS FOR**  
**MISCELLANEOUS PROFESSIONAL SERVICES**

**SCOPE**

The Village of Estero is seeking professional consultant engineering services on a continuing basis, to act in the general capacity of Village Engineer. Tasks could include, but not be limited to, any of the following:

**TASK LIST**

- Development of Capital Improvements Plan and Program
- Roadway Plans and Issues
- Traffic Issues
- Traffic Data
- Engineering and Land Surveys
- Design Issues
- Coordination with the Public, and Other Agencies and Jurisdictions on engineering matters
- Public Works Issues
- Utility Issues
- Geotechnical Services
- Right-of-Way Issues
- Signalization and Street Lighting Issues
- Pavement Analysis
- Watershed and Stormwater Issues
- Coordination in the Development Order and Site Permit Process

The Consultant services could be retained for any of the tasks separately or all of the tasks collectively. Consideration will be given to only those firms that are qualified pursuant to law.

**SELECTION PROCEDURE**

The selection of the Consultant will be made in accordance with Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral proposals (or both), for the ranking process. After ranking of the consultants by the Village of Estero staff or Council, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for two (2) years.

## **DESIGNATED CONTACT**

The awarded vendor shall appoint a person or persons to act as a primary contact for all Village departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

## **AGREEMENTS/CONTRACTS**

The awarded vendor will be required to execute an Agreement/Contract as a condition of award.

## **PROJECT GUIDELINES AND CRITERIA**

The Village has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

This is a “Master” contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations.

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, including the renewal.

This contract does not entitle any firm to exclusive rights to Village contracts. The Village reserves the right to perform any and all available required work in-house or by any other means it so desires.

Vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

The Village reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

## **EVALUATION CRITERIA**

The firms offering the best interview/presentation, in the opinion of the Village, will be awarded a contract. Only firms meeting the minimum score requirement of 80 points will be invited to participate in an interview/presentation after submission of responses. The Village reserves the right to invite firms scoring less than 80 points for an interview/presentation should the committee feel it necessary to do so.

In addition to the requested information listed under Submission of Letters of Interest, Section b, firms should address the following in their submittal:

**CRITERIA 1: EXPERIENCE WITH SIMILAR PROJECTS (Maximum Points: 30)**

A summary of firm qualifications and experience to include: a) number of years of experience in providing the required services and the total number of employees of the firm including the number of staff; b) a list of government and private clients your firm has on contract with a description of any potential conflicts of interest between the Village and your firm's other clients. Describe your firm's experience, expertise and qualifications in successful completion of similar projects. Describe any potential conflicts.

**CRITERIA 2: PROJECT APPROACH AND UNDERSTANDING (Maximum Points: 20)**

In a concise statement, explain how your firm intends to generally approach the anticipated types of projects. Provide an understanding of the project type and your approach to meeting the goals of the project.

**CRITERIA 3: KEY PERSONNEL (Maximum Points: 20)**

Provide the makeup of the proposed team or individual(s), and indicate the key role of each member of the proposed team; and provide name and similar experience and qualifications for the Project Manager(s) to be assigned.

**CRITERIA 4: PROJECT SCHEDULE (Maximum Points: 20)**

Describe the firm's workload and ability to complete projects based on short timeframes.

**CRITERIA 5: LOCATION OF RESPONSIBLE OFFICE (Maximum Points: 10)**

Indicate the office where the majority of the work will be performed, including the address, number of years at that location, and the number of employees. Preference will be given based upon proximity to the Village of Estero.

No submittal will be disqualified on the sole basis of number of employees.





## 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/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

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

\$500,000 combined single limit (CSL)

- c. **Workers' Compensation** – Statutory benefits as defined by Florida Statutes 440 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:

\$100,000 per accident  
\$100,000 disease limit  
\$500,000 disease – policy limit

- 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.

\$1,000,000 combined single limit (CSL) of BI and PD

*\*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 Finance Director for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Village of Estero  
9401 Corkscrew Palms Circle  
Estero, FL 33928
  - b. *“The Village of Estero, a political subdivision and Charter Municipality of the State of 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. 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 this solicitation.
4. Certificates issued as a result of the award of this solicitation must identify: “For any and all work performed on behalf of the Village of Estero”.
5. The General Liability Policy provided by vendor to meet the requirements of this solicitation shall name the Village of Estero, Florida, as an insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the Village. All deductibles for property insurance procured by the vendor shall be the responsibility of the vendor. All self-insured retentions or deductibles will be vendor’s sole responsibility.
6. Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of the completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.
7. The vendor and/or its insurance carrier shall provide thirty (30) days written notice to the Village of policy cancellation or non-renewal on the part of the insurance carrier or the vendor except for non-payment which shall be ten (10) days. The vendor shall also notify

the Village, 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.

8. Should at any time the vendor not maintain the insurance coverage(s) required herein, the Village 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 Village for such costs within thirty (30) days after demand, the Village has the right to offset these costs from any amount due vendor under this Agreement or any other agreement between the Village and vendor. The Village 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 Village to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under this proposal or any related contract documents.
9. 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 Village 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 Village with such renewal certificate(s) shall be considered justification for the Village to terminate any and all contracts.