

PROJECT NO.: RFB 2017-04

DUE DATE: JULY 27, 2017

AND TIME: 2:00 P.M.

*****MANADATORY*****

PRE-BID DATE/TIME/LOCATION: July 11, 2017/1:00 PM/Estero Village Hall, 9401 Corkscrew Palms Circle, Estero, FL 33928

*****NOTE: THIS IS A MANDATORY PRE-BID CONFERENCE WHICH MEANS THAT A REPRESENTATIVE FROM YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER FOR YOUR COMPANY TO BE ELIGIBLE TO SUBMIT A BID. THE PRE-BID WILL INCLUDE A WALK-THROUGH OF THE JOB SITE. THIS WILL BE THE ONLY OPPORTUNITY OFFERED FOR PROSPECTIVE BIDDERS TO TOUR THE SITE.**

REQUEST FOR BID

TITLE:

DRAINAGE PIPE REPLACEMENT UNDER
BROADWAY AVENUE

Advertised Date: June 28, 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 Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Request for Bid”, and opened immediately thereafter by the Village Manager or designee.

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 BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words “Sealed Bid”.
 2. Name of the firm submitting the Bid.
 3. Title of the Bid.
 4. Bid Number.
 5. Bid Due Date.
 6. Contact e-mail and telephone number.

- b. The bid must be submitted as follows:
 1. The original consisting of the Village’s Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
 2. A copy of the original Bid Forms for the Village Manager. (Mark as “Copy”.)
 3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
 4. Warranties and guarantees against defective materials and workmanship (if applicable).
 5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.

- c. **RESPONSES RECEIVED LATE:** The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. 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 a late Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: “This Bid 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; and/or to accept the response that in its judgment will be in the best interest of the Village.

- 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. **CALCULATION ERRORS:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. **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 Vendor.

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. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be 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. Specialty License(s) – Vendor shall possess at the time of the opening of the Bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the Village will provide copies of licenses and/or permits within 10 calendar days after request.
- b. Florida State Statute 287.055; Consultant Competitive Negotiation Act (CCNA), (CN).
- c. Pursuant to Florida State Statute 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the Village. Pursuant to this, solicitations are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution until such

time as the agency provides a notice of a decision or intended decision (pursuant to s. 119.071(2) or within 30 days after bid or proposal opening, whichever is earlier).

- d. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- e. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- f. Florida Statute 215 regarding scrutinized companies and business operations.
- g. Florida Statute 218 Public Bid Disclosure Act.
- h. Florida Statute 255 Public Property and Publicly Owned Buildings

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 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 subject to the provisions of the 1987 legislation regarding sales tax on services. Village will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or bidders 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/package.

6. **MISCELLANEOUS**

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

- Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services”.
- Detailed Specifications.
- General Conditions.

7. **WAIVER OF CLAIMS**

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

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. **VILLAGE RESERVES THE RIGHT**

a) **Any Single Large Project**

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.

b) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the Village hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Village to be pertinent to ascertain compliance. The vendor shall maintain and make

available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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 this contract.

In the event of breach of any of the above anti-discrimination covenants, the Village shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further Village contracts by rule, regulation or order of the Village Council of Estero, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

The vendor agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the Village hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (viewable at the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

10. **TIEBREAKER**

Whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.

- Step 1 – The vendor with a Drug Free Workplace program shall be given preference over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.
- Step 2 – At the conclusion of Step 1, if all is equal, the contract award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

When the tiebreaker has been determined, the contract award, or the first opportunity to negotiate, as applicable, shall be made.

If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder.

11. **AUDITABLE RECORDS**

Vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this solicitation which shall be available and accessible at Vendor's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Vendor shall notify the Village and deliver to the Village any records the Village requests. Vendor shall require all sub-consultants and sub-contractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Vendor and the sub-consultant or sub-contractor.

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 including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the Village's expense.

Vendor shall 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 Vendor to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Vendor. 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.

Ownership – It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, including all documents bearing the professional seal of the successful bidder, shall be delivered to and become the property of the Village, prior to final payment to the successful bidder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

12. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the solicitation response. This information may be accepted after opening, but no later than 10 calendar days after request.

13. **TERMINATION**

Any agreement as a result of 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:

- Contractor is found to have submitted a false certification as provided under Florida Statute 287.135 (5).
- Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- Contractor has engaged in business operations in Cuba or Syria.
- Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

14. **CONFIDENTIALITY**

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

If information is submitted with a response that is deemed “Confidential” the bidder must stamp those pages of the response that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Florida Sunshine Laws.

The Village **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the Village. According to Florida Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of all applicable Statutes until the contract for the project has been executed or until the project is no longer under active consideration.

15. **ANTI-LOBBYING CLAUSE**

Following Florida Statute Section 287.057 (23), all bidders are hereby placed on formal notice that neither the Village Council nor candidates for Village Council, nor any employees from the Village of Estero Government, Village of Estero staff members, nor any members of the Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Bidders and their agents who intend to submit a bid, or have submitted a bid, 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. 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 bidder may be declared non-responsible.**

16. **INSURANCE (AS APPLICABLE)**

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

17. **GENERAL INFORMATION**

Only submissions received from responsive and responsible bidders 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 bidder 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 bidder to assure good faith performance.

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

Any bidder 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. There may be fees associated with these procedures. These costs are the responsibility of the responding bidder.

All bidders will 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.

18. **ADDENDUMS**

Each bidder shall examine the solicitation documents and shall 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 shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the response is due.**

Responses will be in the form of an Addendum posted on www.estero-fl.gov . It is solely the bidder’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 shall 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.

19. **CONFLICT OF INTEREST**

Business Relationship Disclosure Requirement: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their response the name of any officer, director or agent who is also an employee of the Village of Estero. Further, all bidders must disclose the name of any Village employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

20. **PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP**

The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another bidder submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named bidders will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the Village.

21. **AWARD PROCEDURE**

Award shall be made in accordance with the Basis of Award section found within the Detailed Specifications of this document. Award will be made in accordance with Village policy.

The recommendation to award, bid price(s) and agreement/contract(s) will be submitted, as appropriate, to the Village Council and/or Village Manager for approval.

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

The Village Manager reserves the right to exercise their discretion to:

- Make award(s) to one or multiple bidders.
- Waive minor informalities in any response.
- Reject any and all responses with or without cause.
- Accept the response that in their sole judgment will be in the best interest of the Village of Estero.

22. **WITHDRAWAL OF BID**

No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the opening date and time. Withdrawal requests must be made in writing to the Village Manager or designee (via e-mail to the contact person on the cover sheet of this solicitation) who will approve or disapprove the request.

A bidder may withdraw a submission any time prior to the opening of the solicitation.

After submissions are opened, but prior to award of the contract, the Village Manager may allow the withdrawal of a bid because of a mistake by the bidder in the preparation of the bid document. Withdrawal will only be allowed if the Village Manager finds evidence that the following four circumstances were met:

- The bidder acted in good faith in submitting their bid.
- The mistake in response preparation is of such magnitude that to enforce compliance would cause a severe hardship on the bidder.
- The mistake was not the result of gross negligence or willful inattention by the bidder.
- The mistake was found and communicated to the Village prior to the Village having formally awarded the contract/agreement.

23. **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.
- The notice 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.

24. **MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE**

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

25. **PRE-BID CONFERENCE**

A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

Non-Mandatory. Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

Mandatory. Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

NOTE: Not all projects will have pre-bid conferences. Please check the first page of the bid document for details.

26. **QUALITY GUARANTEE/WARRANTY (as applicable)**

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

27. **SUBSTITUTION(S)/APPROVED ALTERNATE(S)**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the Village, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the Village in evaluating the substitution. Such information shall be submitted via e-mail to the Village contact listed on the cover sheet of this solicitation. Any such substitution shall be subject to Village approval through the issuance of a written addendum. Substitutions shall be approved only if determined by the Village to be an **Approved Alternate** to the prescribed specifications.

A bid containing a substitution is subject to disqualification if the substitution is not approved by the Village. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

28. **NEGOTIATED ITEMS**

Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the Village and the successful bidder.

After award of this bid the Village reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price, terms, etc., if in its sole judgement, the Village considers such adjustments to be in its best interest.

29. **SUB-CONTRACTORS**

The Village reserves the right to approve or disapprove the use of sub-contractors under this solicitation.

30. **PROJECT GUIDELINES (as applicable)**

The Village has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services pursuant to this Agreement/Contract:

- No amount of work is guaranteed upon the execution of an Agreement/Contract.
- Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period, including the renewal.
- This contract does not entitle any bidder 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.

- Village reserves the right to add or delete, at any time, any or all tasks or services associated with this Agreement/Contract.

31. **DEBRIS DISPOSAL**

Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

**VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
DRAINAGE PIPE REPLACEMENT UNDER BROADWAY AVENUE**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Village of Estero
Estero, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meets these specifications:

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: _____

TOTAL COST FOR PIPE REPLACEMENT: \$ _____

***PLEASE SUBMIT AN ITEMIZED QUOTE FOR WORK TO BE PERFORMED WITH YOUR BID PACKAGE.**

TO BE COMPLETED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES _____ NO _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:

Bidder shall submit his/her bid on the Village’s Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on the Village’s Form may result in the Bidder/Bid being declared non-responsive by the Village.

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
DRAINAGE PIPE REPLACEMENT UNDER BROADWAY AVENUE**

SCOPE

The purpose of this bid is to solicit prospective bidders to furnish the labor, materials, and required ancillaries to provide a turnkey drainage pipe replacement under Broadway Avenue, Estero, FL per the plans and requirements specified herein, within 45 calendar days after receipt of award.

BASIS OF AWARD

The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder (Total Cost).

In the event the lowest responsive and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

The Village reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The Village reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.

The Village reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Village Manager.

Bid prices to include shipping/delivery F.O.B. Estero, Florida as directed.

DESIGNATED CONTACT

The awarded bidder shall appoint a person or persons to act as a primary contact for the Village. 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.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Immigration Laws: Village of Estero will not intentionally award Village contracts to any Bidder 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 shall consider the employment by any Bidder 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 the Village.

AGREEMENTS/CONTRACTS

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

REQUIRED SUBMITTALS

Bidders should provide in their bid package:

- An itemized quote for the work to be performed.

CHANGE ORDERS

The burden is on the bidder to provide a turn-key bid price for this project that is according to specifications, the plans provided, the direction provided at the mandatory pre-bid, any clarifications that may be offered via an addendum to this bid package, and produce a finished product that meets the Village's requirements and expectations.

However, the Village also realizes that unforeseen circumstances may require additional funding to achieve the desired result. Therefore, with adequate justification and approval of the Village representative, change orders will be approved up to a maximum of 10% of the total cost bid for the remodel. All requests for change orders must be made through the Village representative and the Village reserves the right to be the final judge as to whether the request is justified or not and further reserves the right to deny any and all requests for change orders.

**Technical Specifications
For
Drainage Pipe Replacement under Broadway Avenue**

General Overview of Project:

The specifications that follow detail the replacement of the existing drainage infrastructure under Broadway Avenue West, at approximately 1,300 LF west of the intersection with U.S. 41. There is an existing drainage structure on the north side of the road with a 36" RCP entering from the west and a 29"x 45" CMP existing to the south. At the south side of Broadway Avenue, the existing 29" X 45" CMP transitions to an ERCP and connects to an existing junction box. The existing junction box also receives a 24" RCP from the east and a 24" RCP from the west. At the junction box, the existing 29" x 45" ERCP heads south and transitions into a 29" X 45" CMP and outfalls into the existing ditch running south towards the Estero River. Through hydrologic and hydraulic analyses, it has been determined that the existing culvert under Broadway Avenue is undersized. In addition, the south of the existing 29" X 45" CMP is failing and causing the roadway to collapse.

WORK ELEMENTS/REQUIRED SERVICES

The proposed improvement project scope is outlined as follows:

- Open cut existing roadway and remove existing 48 LF of 29"x 45" CMP under Broadway Avenue West;
- Remove approximately 8 LF of existing 29" x 45" ERCP from junction box headed south;
- Remove existing 38 LF of 29" X 45" CMP on south end of existing 29" X 45" ERCP;
- Install 38 LF of new 42" RCP under Broadway Avenue and join existing junction box on south side of roadway;
- Install 46 LF (includes Mitered End Section) of additional 42" RCP from existing junction box south to existing ditch;
- At the east side of the existing storm structure on north side of Broadway Avenue, install 15 LF of 24" RCP with 24" RCP Mitered End section. Regrade land around 24" RCP to cover pipe.
- Replacement of Broadway Avenue pavement section and 4" sidewalk section in kind; and
- Conduct final grading of disturbed area for proper drainage to applicable structures.

Attached to this bid package (Exhibit A) is an aerial exhibit detailing the existing conditions, proposed demolition and proposed conditions plans to be followed by the awarded contractor.

NOTE: THIS PROJECT INCORPORATES LEE COUNTY-OWNED LAND. THERE ARE GOPHER TORTOISE IN THE AREA. THE AWARDED VENDOR WILL BE EXPECTED AND REQUIRED TO USE APPROPRIATE AND PROPER BEST MANAGEMENT PRACTICES (BMP'S) AS WELL AS APPROPRIATE AND PROPER EROSION CONTROL METHODS. A MEETING WITH LEE COUNTY REPRESENTATIVES WILL BE REQUIRED PRIOR TO THE COMMENCEMENT OF THE WORK.

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/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 use with minimum limits of:

\$500,000 combined single limit (CSL)
\$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 FS 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

*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 representative 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.

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

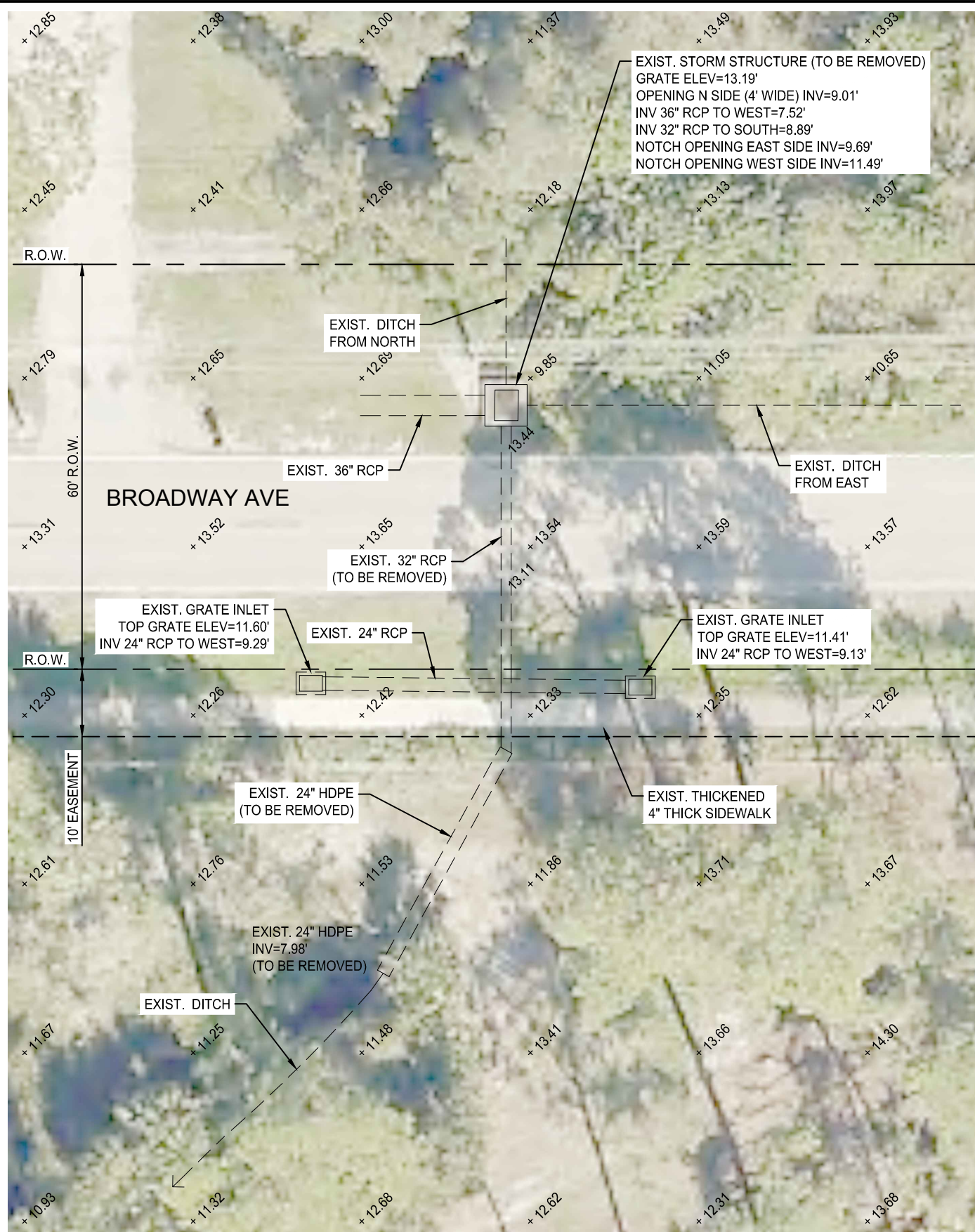
IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- _____ 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:

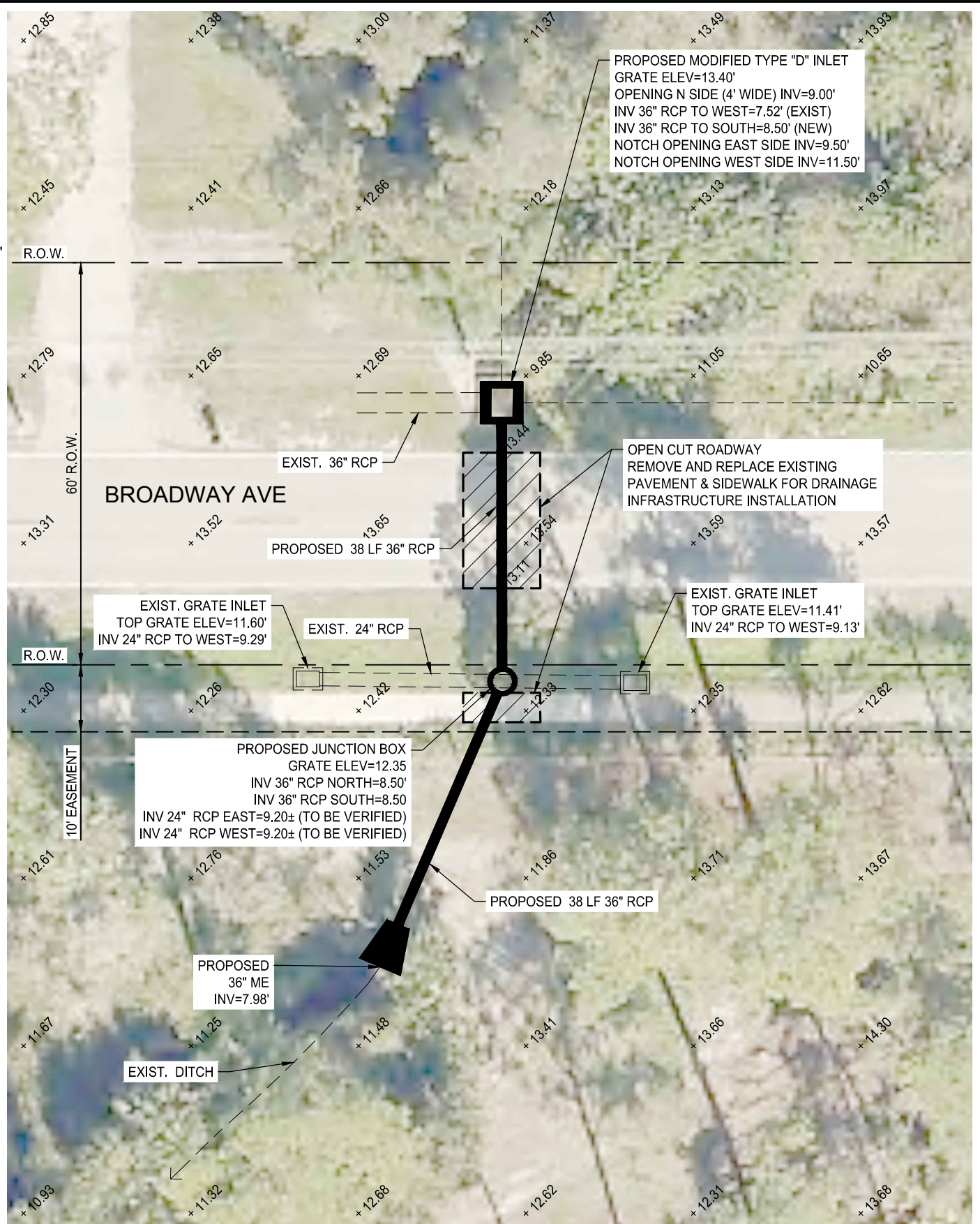
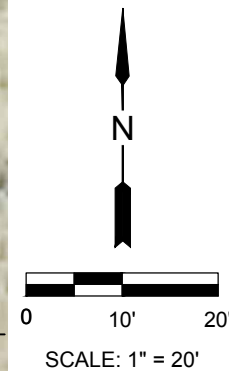
EXHIBIT A

P:\LAND 2015\176. VILLAGE OF ESTERO\17616-01 DRAINAGE REVIEW\01 DRAWINGS\EXHIBITS\17616-01 VILLAGE OF ESTERO DRAINAGE IMPROVEMENT.DWG 6/19/2017 4:39 PM



EXISTING & DEMOLITION PLAN

NOTE
ALL ELEVATIONS SHOWN REFERENCED
VERTICAL DATUM NAVD 88.



IMPROVEMENT PLAN

* FOR BIDDING PURPOSES ONLY



J.R. EVANS ENGINEERING, P.A.
9351 CORKSCREW ROAD, SUITE 102
ESTERO, FLORIDA 33928
PHONE: (239) 405-9148
FAX: (239) 288-2537
WWW.JREVAENGINEERING.COM

VILLAGE OF ESTERO BROADWAY AVE WEST	
DRAINAGE IMPROVEMENT PLAN	
FILE DATE: 06/2017	SHEET: 1