

PROJECT NO.: CN 2019-01

DUE DATE: April 16, 2019

AND TIME: 2:00 P.M.

**NO PRE-BID FOR THIS PROJECT**

# NOTICE OF COMPETITIVE NEGOTIATION

**TITLE:  
US 41 LANDSCAPE IMPROVEMENTS CEI  
SERVICES**

Advertised Date: March 14, 2019

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](mailto:franceschini@estero-fl.gov)

## GENERAL CONDITIONS

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

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 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 to the Village of Estero Administration Offices.
  2. Submission Format:
    - a. Anti Collusion Statement (1 Page)
    - b. Affidavit Certification Immigration Laws (1 Page)
    - c. Public Entity Crime Form (2 Pages)
    - d. Vendor Disclosure Form (2 Pages)
    - e. Scrutinized Companies Certification (2 Pages)
    - f. Response to Criteria (Not to exceed 3 pages – the requested resumes are not included in the 3 page limit. A cover letter – should you choose to include one – is included in the 3 page limit.)
  3. Should not contain links to other Web pages
  4. Please include one (1) original and five (5) copies of your complete Letter of Interest response. The original and copies should be printed out hard copy. Please also include your entire letter of interest package on a flash drive.
- 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 (do not include resumes unless requested herein)
  7. Sub-consultant(s) that may be used for the project
  8. The Project Team’s approach to the project.
- c. **RESPONSES RECEIVED LATE:** The delivery of Letter of Interest to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject 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”. All references to date and time herein reference Estero, FL local time.

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

2. **ACCEPTANCE & SHIPPING**

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

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

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

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

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

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

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

4. **VILLAGE OF ESTERO PAYMENT PROCEDURES**

All vendors are requested to email invoices to: [accountspayable@estero-fl.gov](mailto:accountspayable@estero-fl.gov)

Should you prefer to mail your invoice, please send it to the following address:

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

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

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

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

5. **PUBLIC ENTITY CRIME**

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

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

6. **MISCELLANEOUS**

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

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

7. **WAIVER OF CLAIMS**

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

8. **AUTHORITY TO PIGGYBACK**

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

9. **DRUG FREE WORKPLACE**

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

10. **RECORDS**

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

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

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

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

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

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

11. **REQUIRED SUBMITTALS**

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

12. **TERMINATION**

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

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

13. **CONFIDENTIALITY**

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

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

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

14. **ANTI-LOBBYING CLAUSE**

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

15. **INSURANCE**

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

16. **GENERAL INFORMATION**

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

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

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

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

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

17. **ADDENDUMS**

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

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

All addenda shall become part of the contract documents.

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

18. **SUBCONTRACTORS AND SUBCONSULTANTS**

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

19. **SELECTION PROCEDURE**

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

Fees will be similarly negotiated in accordance with the Consultant's Competitive Negotiation Act.

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

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

20. **WITHDRAWAL OF RESPONSE**

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

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

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



by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award.

21. **PROTEST RIGHTS**

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

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

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

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

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

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

22. **ANTI-DISCRIMINATION**

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

subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

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

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

23. **AGREEMENT FORTHCOMING**

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

## **FDOT CONTRACT PROVISIONS**

### **FLORIDA DEPARTMENT OF TRANSPORTATION CSFA 55.039**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

## CONTRACT PROVISIONS

### Records Retention and Access

The contractor and all subcontractors shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the Village, the Florida Department of Transportation (FDOT), or its designee's access to such records upon request.

The contractor agrees to comply with 20.055(5) F.S. and incorporate in all its subcontractors the obligations to comply with 20.055(5) F.S. to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

### Restrictions, Prohibitions, Controls and Labor Provisions

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The contractor shall:
  - \*Utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - \*Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The contractors and subcontractors to comply with all federal, state, and local laws and regulations applicable to this Project.

**Indemnification**

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient’s sovereign immunity.”

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

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

ANTI-COLLUSION STATEMENT

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

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**VILLAGE OF ESTERO, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
US 41 LANDSCAPE IMPROVEMENTS  
CEI SERVICES**

**SCOPE**

The Village of Estero, Florida is seeking a professional consultant to provide Construction Engineering and Inspection (CEI) services for its US 41 Landscape Improvement Project (the “Project”). The firm shall provide a full suite of CEI services including: construction administration, construction engineering, inspection, and human resources. The project encompasses landscape work for the median only on US 41 for the entirety of the stretch through the Village of Estero.

The initial design work was performed by Windham Studio and the full design is being completed by Kimley-Horn.

The work is being performed in conjunction and cooperation with the Florida Department of Transportation whose rules, regulations, requirements and approvals will be adhered to, incorporated, and referenced as appropriate during the processing of this CN as well as to the work done by the firm ultimately placed under contract as a result of this solicitation.

As directed, required and appropriate for the Project, the suite of professional consultant services required may include but is not limited to: reviewing applications for payment, budget management, documentation, acting as a liaison, schedule coordination, coordinating utility work, survey control, monitoring of construction work, monitoring of geotechnical work, material sampling and testing, quality management, personnel issues, training, staffing, public relations.

NOTE: In order for your firm to be evaluated and considered for an award, it must be on the FDOT’s pre-qualified list of firms eligible to perform CEI services on such projects.

NOTE: Any consultant firm, or its affiliate, that developed the scope of services, the Request for Proposal (RFP) or other solicitation documents for a particular project phase is ineligible to compete for that phase of the project for which they developed the documents. Further, any consultant firm, or its affiliate, that developed the RFP or other solicitation documents for a design-build project will not be eligible to compete for construction engineering inspection (CEI) for that design-build project. A consultant firm, or its affiliate, that developed the scope of services, the RFP, or other solicitation documents for a design project is eligible for CEI services for that same project.

**PROJECT CRITERIA**

As directed, the CONSULTANT shall perform all services and/or work necessary to complete the following tasks separately or all of the tasks collectively (not all tasks may be required):

1.00 Applications for Payment – review and submit contractor’s applications for payments; field measure quantities for payment purposes; submit final “as-built plans”; revise and submit final estimate; submit offer of final estimate to contractor

2.00 Post Construction Support – assist or analyze and/or settle claims; prepare and process close out claim documentation; assist in preparation of arbitration hearings or litigations; provide qualified staff witnesses

- 3.00 Record Preparation and Maintenance – maintain record-keeping and prepare required reports of contractor’s activities; maintain accurate record of communications between parties
- 4.00 Documentation – track and update changes to construction documents; analyze and interpret contract documents
- 5.00 Meetings – set, attend, assist or conduct pre-construction conference, and other meetings
- 6.00 Schedule – verify conformance with contract documents; inform in writing of errors, omissions, lack of logic, unreasonable durations
- 7.00 Utilities – coordinate utility work or relocation; monitor, inspect and document work or relocation
- 8.00 Survey Control – survey preparation, control, verification
- 9.00 Construction Work – monitor contractor’s activities daily or periodically, identify, report and instruct contractor to correct discrepancies
- 10.00 Geotechnical – monitor progress and quality of work; attend geo meetings; review and make recommendations on contractor’s installation plans; perform required tests and inspections; observe and report on adequacy of work
- 11.00 Material Sampling and Testing – perform sampling, and testing of component materials and completed work; arrange and transport sample to be tested to appropriate location; verify materials and/or applicable documents to ensure testing was performed
- 12.00 Quality Management – provide or revise and submit QA Plan; perform quality control of contractor’s activities

SELECTION PROCEDURE:

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

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Village of Estero web page at [www.estero-fl.gov](http://www.estero-fl.gov)

EVALUATION CRITERIA

The firm(s) offering the best response, in the opinion of the Village, will be awarded a contract.

**NOTE: Only the respondents achieving the 3 highest point score totals will be short listed and invited for interviews and presentations, however, the Village reserves the right to invite firms for an interview or presentation outside of the top 3.**

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

Firms are allowed no more than 3 pages to comply with the criteria listed herein.

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 & QUALIFICATIONS: (Maximum Points: 25)**

The firm selected for this project shall be FDOT pre-qualified and have experience in successfully performing CEI services work for landscape projects similar in scope to that of US 41.

There are a number of tasks listed above that are associated with this project. Choose those which you feel are most relevant to the core scope for the project which is the construction of landscaping improvements and do the following:

Provide a narrative of your firm's experience to perform each task you have selected.

Identify the number and types of similar projects completed in the last five (5) years, to the various tasks you have selected with a minimum of three (3) conducted on behalf of a Florida local government with FDOT involvement. Briefly discuss relevance of those similar projects to tasks you have selected. At a minimum, reference a minimum of five (5) projects where your firm has provided services within the past five (5) years that are similar in nature, including the three for local governments with FDOT involvement, including the following information:

1. Project Name, Owner
2. Contact name, phone number and e-mail address (ensure contact information is accurate and contact has knowledge of the project)
3. Cost
4. Length of contract term, including start date and finish of project
5. Summary of work performed

**CRITERIA 2: PROJECT APPROACH: (Maximum Points: 25)**

Describe your project team's approach to administering CEI services for a landscape improvements project. Include any innovative ideas for the analysis, improvements, and coordination efforts relevant to CEI that you would employ specific to this project.

**CRITERIA 3: COMMUNICATION (Maximum Points: 15)**

Describe your firm's method of maintaining open lines of communication with all parties involved.

**CRITERIA 4: SCHEDULING REQUIREMENT (Maximum Points: 15)**

Final completion date for the project (including all construction) is on or before December 31, 2019.

It is anticipated that Kimley-Horn will have all design work completed on or about April 2, 2019.

A Construction Bid Package will be advertised for competitive solicitation on or about April 2, 2019.

Describe your firm's approach to performing CEI services for this project in order to meet or beat the above stated deadline. The response to Criteria 4 must include a timeline incorporating these dates (including all required FDOT reviews) and indicate how these deadlines will be met. Discuss how your firm can assist in delivering a completed project on or before December 31, 2019, what that date would be, and how that would be accomplished (maximum points for this criteria may be awarded to the firm(s) offering the most innovative approach to achieving the earliest realistic completion date.)

**CRITERIA 5: KEY PERSONNEL (Maximum Points: 20)**

Provide the number of full time staff, title, experience, qualifications and educational background for the principal and staff that will be assigned to the Village. Explain how their backgrounds make them qualified to work on this project.

Outline the proposed team and the role to be played by each member. Indicate which staff will be assigned to the tasks you have chosen and explain how their backgrounds make them qualified to work on those tasks and provide a 1page resume for each team member.

Include the location of each staff member, and where the project services are proposed to be performed from.

**RELEVANT DATES**

The following are the dates relevant to the processing of this project:

Deadline to receive responses: April 16, 2019 @ 2:00 PM

Short List Meeting: April/May, 2019 @ TBD

Firm Presentations: April/May, 2019 @ TBD

The Village reserves the right to change these dates at its sole discretion.

**Village of Estero Proposed Scope of Services  
For  
US 41 Landscape Improvements CEI Services**

**Scope of Service for CEI Services for the US 41 Landscape Improvements Project.**

I. Intent and Scope

With the pre-design work completed by Windham Studio and the full design completed by Kimley-Horn, the Village of Estero wishes to contract with a firm to provide the professional CEI services necessary to successfully complete the construction of its US 41 Landscape Improvements Project.

The work is anticipated to be performed in conjunction and cooperation with the Florida Department of Transportation whose rules, regulations, requirements and approvals will be adhered to, incorporated, and referenced as appropriate during the processing of this CN as well as to the work done by the firm ultimately placed under contract as a result of this solicitation.

II. Services to be Provided by the Consultant

The firm shall provide the necessary CEI services to successfully complete the construction of its US 41 Landscape Improvements Project. Project to be completed on or before December 31, 2019.

III. Services to be Provided by the Village

For the work as described in Section II herein, the Village will furnish the consulting engineers the following:

The completed design work performed by Kimley-Horn (as an Exhibit/Attachment to this document).

IV. Schedule

The Consulting Engineers will complete the work as described herein as requested by the Village.

## SCRUTINIZED COMPANIES CERTIFICATION

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal \_\_\_\_\_, for \_\_\_\_\_.  
[Project name] Project or contract number]
  
2. This sworn statement is submitted by \_\_\_\_\_ whose  
[Name of entity submitting sworn statement]  
 business address is \_\_\_\_\_.
  
3. Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
  
4. My name is \_\_\_\_\_ and my relationship to the above is:  
[Please print name of individual signing]  
 \_\_\_\_\_.
  
5. Based on information and belief, the certification, which I have marked below, is true in relation to the entity submitting this sworn statement as required by §287.135, Florida Statutes.

**[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
- [ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

**[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
- [ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

**[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**

- [ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- [ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**

- [ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
- [ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_,  
who personally swore or affirmed  
that he/she is authorized to execute this document and thereby bind the Corporation, and who is  
personally known to me OR has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)

**VILLAGE OF ESTERO, FLORIDA  
VENDOR DISCLOSURE FORM**

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Please check as appropriate:

\_\_\_\_\_ I am the sole proprietor/owner. The company is not publicly held.

\_\_\_\_\_ The company is not publicly held.  
The names and addresses of the owners having a greater than 5%  
interest is attached.

\_\_\_\_\_ The company is publicly held.  
The names and addresses of the owners having a greater than 5%  
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: \_\_\_\_\_

Vendor

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_



AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
\_\_\_\_\_

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

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.**

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

Company Name: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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



**VILLAGE OF ESTERO, FLORIDA**

**STANDARD INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

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

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

**Special Requirements:**

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

**PUBLIC ENTITY CRIME FORM**

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

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

3. I understare 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 offices, 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:  
\_\_\_\_\_  
\_\_\_\_\_