

PROJECT NO.: CN 2020-01

DUE DATE: May 28, 2020

AND TIME: 2:00 P.M.

NO PRE-BID FOR THIS PROJECT

As stated above, the due date and time for responses is: May 28, 2020 at 2:00 p.m. **The hard copy submittal requirements within the package are waived and there will be no public opening scheduled. Please submit your bid response electronically to me via email at the following address: franceschini@estero-fl.gov**

NOTICE OF COMPETITIVE NEGOTIATION

TITLE:

Miscellaneous Professional Services

Advertised Date: May 1, 2020

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS

9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:

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

GENERAL CONDITIONS

Sealed Responses will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “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 Evaluation Criteria (Not to exceed 5 pages – the requested resumes are not included in the 5 page limit.)
 3. 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 E-mail Address
 5. Statement regarding qualifications of consultant and proposed sub-consultants
 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 must 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.
- g. 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.

2. ACCEPTANCE & SHIPPING

The materials or services delivered under the solicitation shall remain the property of the Consultant until a physical inspection and actual usage of these materials 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 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. 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. 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.

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.

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.) with poor or unacceptable past performance may result in disqualification.

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Firms submitting under this CN shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable. Violations are grounds for unilateral termination of the award.

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 119, Florida Statutes, Public Records
- f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All vendors are requested to email invoices to: 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 Local Government 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.

6. 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.

7. 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.

8. 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 287.087, Florida Statutes.

9. RECORDS

The selected Consultant 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's public records law.

Consultant will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Consultant 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. Consultant's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Consultant 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. Consultant will require all subconsultants and subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant'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 Consultant 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. This includes any electronic versions, such as CAD or other computer aided drafting programs.

10. TERMINATION

In addition to any termination provisions provided for elsewhere in this solicitation, 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 Consultant, and no such termination notice submitted by the Consultant shall become effective unless and until the Consultant 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.

11. 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.

12. ANTI-LOBBYING CLAUSE

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 issuance of a Notice to Proceed or when the solicitation has been canceled.

13. INSURANCE

A certificate of insurance as required by the solicitation documents must be in the response to this CN.

14. INQUIRIES AND ADDENDUMS

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

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

All addenda shall become part of the solicitation 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 therein, 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.

15. 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.

16. WITHDRAWAL OF RESPONSE

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

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

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. Notwithstanding the forgoing, a response may be withdrawn for a period of 180 calendar days after the scheduled time for opening of the solicitation if an award has not been made.

17. 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 solicitation 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. Respondents are solely responsible to check for information regarding the solicitation. www.estero-fl.gov/

In order to preserve your right to protest, an aggrieved respondent 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 respondent (“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.

18. 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 responses 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 potential respondents that it will affirmatively ensure that any all respondents 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 respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent 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. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

19. AGREEMENT FORTHCOMING

The awarded respondent will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the Consultant.

20. 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.

DETAILED SPECIFICATIONS
FOR
MISCELLANEOUS PROFESSIONAL SERVICES

SCOPE

The Village of Estero, Florida is seeking individuals or firms to provide professional consulting services on an as needed basis.

Services could include, but may not be limited to, conduct surveys, development design alternatives, prepare an environmental impact summary, develop traffic data, prepare final plans and specifications, cost estimates, bid documents, contract documents, permit applications, coordinate all utility system adjustments and provide CEI for construction of roadway, bridge, and utility related projects, in accordance with permits which may be required from the U.S. Army Corp. of Engineers, the Florida Department of Environmental Protection, the E.P.A., the South Florida Water Management District, and the Village of Estero Department of Community Development (Development Order).

Areas of expertise to complete tasks could include, but not be limited to, any of the following. Please indicate which areas you are submitting for:

AREAS OF EXPERTISE

1. Traffic
2. Roadway
3. Bridge
4. Stormwater
5. Groundwater
6. Geotechnical
7. Utilities (water, sewer and irrigation)
8. Environmental (wetlands and wildlife)
9. Landscape Architecture
10. Planning
11. Traffic Signal
12. Street Lighting
13. Land Surveying
14. Public Involvement
15. Permitting
16. Permit Review
17. Bidding and Contract Documents
18. Construction Contract Administration
19. Construction Engineering and Inspection

NOTE: Firms are not expected to provide all services. Each firm will be selected for projects for which they are qualified.

Consideration will be given to only those firms that are qualified pursuant to law.

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

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.

NOTE: All contractors and sub-contractors must utilize E-Verify.

STRUCTURE OF SUBMITTAL RESPONSE

It is preferred that firms submit their response in the following format/order:

- a. Cover Letter
- b. QUALIFICATIONS
- c. PROJECT EXPERIENCE
- d. APPROACH

SELECTION PROCEDURE:

The selection of the Consultant will be made in accordance with Village of Estero procurement regulations and the Consultant's Competitive Negotiation Act, 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. Additional contract terms and fee will be negotiated following a ranking of responding consultants by the Village.

TERM OF AWARD

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

PROJECT GUIDELINES AND CRITERIA

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

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded and accounted for on an as-needed basis.

No amount of work is guaranteed upon the execution of a contract.

This contract does not entitle any firm to exclusive rights to Village contracts. The Village reserves the right to perform any and all services and utilize all available in-house resources to perform work – or by any other means – if it so desires. Vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

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

EVALUATION CRITERIA

Interested firms are requested to submit a response to the CN addressing each of the four (4) evaluation criteria described below. Firms are limited to no more than the number of pages listed above, without hyperlinks to outside web sources, to address the evaluation criteria (resumes, if requested, do not count towards total). 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 may be invited for interviews or presentations. The Village reserves the right, however, 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).

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: QUALIFICATIONS (Maximum Points: 40)

Identify the areas of expertise that are being included in the submittal.

Provide the makeup of the proposed team or individual(s), and indicate the key role of each member of the proposed team; and provide name and similar experience and qualifications for the Project Manager(s) to be assigned. (Please include resumes – not included in the 5 page limit.)

A summary of the firm and individual qualifications and experience for the area(s) of expertise included within your submittal. Please include the number of years the firm and each individual have been providing the required services. Describe your firm's and each individual's experience, expertise and qualifications in successful completion of similar projects.

CRITERIA 2: PROJECT EXPERIENCE (Maximum Points: 30)

Provide examples of relevant project experience for projects that are expected to be similar to those that could be provided to the Village.

CRITERIA 3: APPROACH (Maximum Points: 30)

Explain how your firm intends to generally approach the anticipated types of projects. Provide an understanding of the project type and your approach to meeting the goals of the project.

RELEVANT DATES

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

Deadline to receive responses: May 28, 2020 @ 2:00 PM

Short List Meeting: Date and Time to be determined

Firm Presentations: Date and Time to be determined

The Village reserves the right to change these dates at its sole discretion. Confirm meeting dates as posted on the Village of Estero web page at: www.estero-fl.gov

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 _____

Company 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 OTHERWISE KNOWN AS THE IMMIGRATION AND NATIONALITY ACT (“INA”).

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION 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 AND SPECIFICALLY THE INA. THE VILLAGE OF ESTERO RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION AS EVIDENCE OF SERVICES PROVIDED AT ANY TIME.

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, 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:

- a. 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:

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:

- a. All insurance requirements provided herein along with an appropriate "Indemnification" clause shall be made a provision of all contracts with suppliers, subcontractors or subconsultants.
- b. 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.
- c. 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 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 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 if applicable.)

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: _____

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: _____

IS YOUR FIRM FDOT PRE-QUALIFIED?* (CHECK ONE):

YES _____ NO _____

*A FIRM DOES NOT HAVE TO BE FDOT PRE-QUALIFIED IN ORDER TO BE CONSIDERED FOR A CONTRACT AWARD UNDER THIS CN. FOR INFORMATIONAL AND REFERENCE PURPOSES ONLY. IF PRE-QUALIFIED, PLEASE INCLUDE PROOF OF SAME (DOES NOT COUNT AGAINST 5 PAGE LIMIT).

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 - 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. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- _____ 13. Any Delivery information required is included.
- _____ 14. The mailing envelope has been addressed to:
 Village of Estero
 9401 Corkscrew Palms Circle #101
 Estero, FL 33928
- _____ 15. The mailing envelope MUST be sealed and marked with:
 Solicitation Number
 Opening Date and/or Receiving Date
- _____ 16. 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.)
- _____ 17. 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:

