

PROJECT NO.: CN 2023-01

DUE DATE: February 9, 2023

AND TIME: 2:00 P.M.

NO PRE-BID FOR THIS PROJECT

**\*\*\*Please submit your response electronically to me via email at the address below.\*\*\***

# NOTICE OF COMPETITIVE NEGOTIATION

TITLE:

WILLIAMS ROAD WIDENING PRELIMINARY  
DESIGN & ENGINEERING

Advertised Date: January 19, 2023

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:

**\*\*\*Please submit your response electronically to me via email.\*\*\***

- 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. A cover letter – should you choose to include one – is 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](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 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](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 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/](http://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  
WILLIAMS ROAD WIDENING PRELIMINARY DESIGN & ENGINEERING

## SCOPE

The Village of Estero is seeking professional consultant services to study Williams Road from US 41 to Via Coconut Point to identify future widening needs. Previous studies have indicated Williams Road from US 41 to Via Coconut Point would require widening to 4-lanes after the adjacent North Point Development is constructed. Upon completion of the study, the selected consultant will perform preliminary design and engineering services for the identified road widening needs and produce preliminary design plans, identifying various options if applicable, and opinion(s) of probable construction cost for presentation to Village Council. It is anticipated that this will include modifications to the existing roundabout located at Williams Road and Via Coconut Point and intersection improvements at US-41 and the Hertz Corporate Headquarters entrance. The consultant will analyze the corridor to determine the right-of-way required for the widening of Williams Road. The consultant firm shall demonstrate its abilities and experience to perform, but not be limited to, the following services:

### Williams Road Traffic Analysis and Preliminary Design

- Obtain and analyze traffic data.
- Surveying
- Develop conceptual plans for future widening and alignment.
- Determine right-of-way needs and develop right-of-way maps.
- Determine environmental impacts
- Conduct utility coordination.
- Develop conceptual cost estimates.
- Produce preliminary design plans for the selected roadway alignment.
- Participate in public involvement meetings

The concepts developed shall consider future traffic volumes for the next 10-year and 20-year time frames and address safety for all road users (pedestrians, cyclists, motorists and public transit).

Upon approval of the road widening concept by Village Council the consultant may be requested to perform project design and permitting services which may include but are not limited to the following.

### Williams Road Design and Permitting Services

- Surveying
- Design and construction plans preparation (Roadway, Utilities, Stormwater, etc.)
- Right-of-way and easement document preparation
- Public involvement meetings
- Environmental permitting
- Construction bidding (document preparation, bid evaluation/recommendation)
- Construction completion certification as Engineer of Record

Upon approval of the road construction bid by Village Council the consultant may be requested to perform construction contract administration and construction engineering and inspection services which may include but are not limited to the following.

## Williams Road Construction Assistance

- Contractor coordination services (requests for information, invoice payment review/recommendation, change order requests/recommendation, progress meetings, on-site meetings, project schedule reviews, etc.)
- CEI services (daily inspection of construction operations, periodic compaction density verification tests to confirm accuracy of contractor's compaction density tests, safety compliance checks, field measurement of quantities for contractor invoicing verifications, surveying (location and elevation) compliance checks for installed facilities, etc.)

### 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.

### 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 five (5) pages, 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.

- Each complete proposal received by the Village of Estero will be reviewed by members of a selection committee. The criteria are assigned a weighted value such that the maximum point value of the summation of the points available for a proposal equals 100 points.
- Each selection committee member will evaluate each proposal and assign point values (not to exceed the maximum) based upon their opinion of the information contained for each criterion. A tabulation of the assigned point values will be made for each proposal resulting in a total scoring by each selection committee member.
- Then each selection committee member will assign a ranking of their reviewed proposals such that the highest point value will be given a #1 ranking (1 point), second highest point value will be given a #2 ranking (2 points), etc.
- All the individual selection committee member's rankings will then be tabulated and the summation of the total points assigned to each respondent firm. The lowest summed ranking point score becomes the highest ranked firm, and this process continues to establish the rankings for all respondent firms.

NOTE: Only the respondents achieving the 3 lowest selection committee ranking score totals (unless there is a tie) 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 first 3.

### CRITERIA 1: FIRM'S EXPERIENCE WITH SIMILAR PROJECTS (Maximum Points: 15)

Describe your firm's experience, expertise and qualifications in the successful completion of similar projects. Include a discussion of how each project is similar to this project. If a team approach is utilized with sub-consultant(s) services, describe the sub-consultant(s) experience, expertise and qualifications in

the successful completion of similar projects and a discussion of how each of the sub-consultant(s) projects is similar to this project.

Please provide resumes (3-page maximum each) for key individuals, including those of sub-consultant(s) if applicable. Resumes will not count toward the five-page limit.

**CRITERIA 2: PROJECT MANAGER’S EXPERIENCE (Maximum Points: 15)**

Please provide the Project Manager’s experience in general and specifically on similar projects. Include a discussion of how each project is similar to this project and the role the project manager played in each project.

Please provide a resume (3-page maximum) for the Project Manager. Resume will not count toward the five-page limit.

**CRITERIA 3: PROJECT UNDERSTANDING & APPROACH (Maximum Points: 60)**

Please outline your project team’s understanding of the project, the need for the project, and your approach to meeting the goals of the project. Provide details on where your team sees potential challenges and opportunities.

Identify stakeholders, project coordination efforts, and include any innovative ideas to improve scope for the project.

Please provide a summary of how your team plans to complete the project.

**CRITERIA 4: STAFF AND FIRM AVAILABILITY (Maximum Points 10)**

Please provide a table identifying the current workload and time availability for each firm and each staff member proposed to complete the project’s first two tasks:

- Traffic Analysis and Preliminary Design
- Design and Permitting Services

**RELEVANT DATES**

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

Deadline to receive responses: February 9, 2023 @ 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](http://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: \_\_\_\_\_

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:  
\_\_\_\_\_  
\_\_\_\_\_