

**Village of Estero RFP # 24-01**  
**Construction Manager at Risk—Entertainment Center Hub Site Development**

A. Introduction

The Village of Estero (Village) is issuing this Request for Proposals (RFP) inasmuch as it is inviting proposals from qualified Construction Management at Risk vendors with experience in development and construction of infrastructure to support eventual construction of two to three entertainment venues. Florida Statutes § 255.103 authorizes a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of the construction project.

The Village owns an approximately 20.8-acre parcel located at 9000 Williams Road, Estero (described in the attached survey) (the Property) with the intent of improving the Property to provide recreational opportunities for Village residents. The Property, which currently houses a golf driving range, a stormwater pond, wooded property, is contiguous to public properties owned by Lee County and the Lee School District, both of which have current recreational uses or designations. The Village envisioned the creation of enhanced recreational activities for residents.

The Village is completing negotiations with private providers of entertainment options and as part of those negotiations, the Village will be transferring ownership of certain parcels within the Property to the private providers, in a pad-ready state for those providers to perform vertical construction of their respective venues.

In addition to making the parcels pad-ready, the Village will need overall site preparation and subsequent construction of the common area infrastructure, including utilities, drainage, parking, and landscaping/irrigation facilities. The project will require having building pads ready as part of a phase 1 construction so vertical construction can begin while the remaining site/civil construction is ongoing.

The Village seeks to retain a construction management firm to build the site/civil portions of the Village Center Hub project on the Property. A preliminary project site plan is below and attached to this RFP:

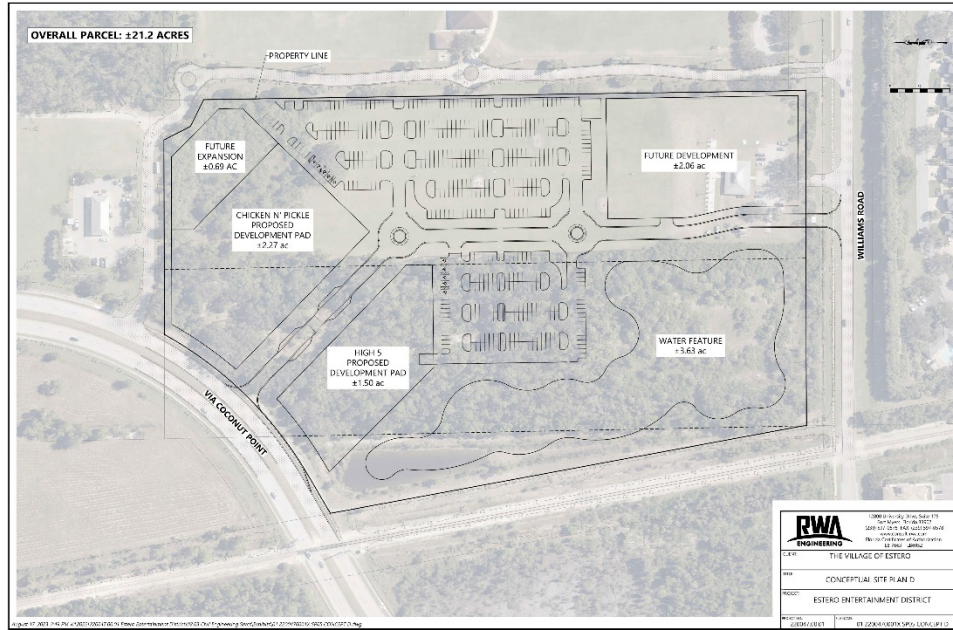


Figure 1 - Preliminary Site Plan

The Construction Manager will not be required to perform engineering services related to the improvements as the Village will be providing the Construction Manager with engineered plans. Construction will include, but not be limited to, the following:

1. Clearing
2. Golf driving range facility demolition
3. Pond excavation
4. Site fill
5. Drainage
6. Utilities (water & sewer)
7. Conduit for all other utilities
8. Roadway and parking lot construction
9. Site lighting
10. Landscaping & irrigation

For consideration, responses to this request must contain evidence of the Proposer's experience and ability to perform the specified services identified within this Request for Proposals (RFP).

The Village is seeking proposals from qualified construction managers (Proposers) to provide construction management services with a Guaranteed Maximum Price (GMP) for the construction of the Project referenced above. The selected Proposer will become the Construction Manager (CM).

#### B. Initial Information

**Location and population:** The Village of Estero is located in Lee County, Florida. The Village's population is approximately 38,000 residents. The Village consists of approximately 25 square miles.

**Form of Government:** The Village is a Florida municipal corporation governed by a seven member Village Council and operates under the established Village Charter. The Village's operations are managed by a Village Manager.

**Designated Procurement Contact:** Prospective Proposers are to communicate with the Village as to this RFP only through the Village's Designated Procurement Contact (DPC):

Kevin Greenville, Finance Director  
9401 Corkscrew Palms Circle  
Estero, FL 33928  
[greenville@estero-fl.gov](mailto:greenville@estero-fl.gov)  
Office: (239) 221-5035

**No Lobbying:** The Village requires that after the issuance of this solicitation, or during renegotiation of an existing contract, no actual or prospective Proposers or their agents, representatives or persons acting at the request of such actual or prospective Proposers shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any Village officers, agents or employees other than the DPC, unless otherwise provided for in the solicitation or otherwise directed by the DPC. This prohibition includes copying such persons on written communications with the DPC, but does not apply to presentations made to evaluation committees or at a Village Council meeting where the Council is considering approval of a proposed contract, and ends upon execution of the final contract or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the Council directing renegotiation or written notice from the DPC to the existing contractor instituting a renegotiation process. Failure to adhere to this anti-lobbying rule will result in the offender being disqualified from further consideration, and its Proposal unopened.

Mandatory Pre-Proposal Meeting:  
**Friday, October 13, 2023, at 2:00 pm**  
Live at Village Hall – Council Chambers  
9401 Corkscrew Palms Circle, Estero, FL 33928  
(prospective Proposers may also participate by remote video means if arranged in advance)

At the pre-Proposal meeting, the Village will attempt to answer all questions received. However, no additions, deletions or modifications to the requirements stated herein will be binding on the Village unless and until a written addendum to the RFP is issued by the Village.

Deadline for Submission of  
Questions:  
**Thursday, October 19, 2023, at 3:00 pm**

Inquiries or requests for clarifications of any information contained in the RFP must be received in writing in the manner set forth above. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the DPC or submitted through [www.demandstar.com](http://www.demandstar.com). This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious evaluation and selection process.

Village's Final Posting of any Addenda  
**Wednesday, October 25, 2023, by 1:00 pm**

The Village will endeavor to post responses to all questions or clarification requests submitted by prospective Proposers. However, questions submitted at or near the deadline may not be answerable by the addenda deadline, so prospective Proposers are encouraged to submit questions as early as possible. The Village will provide answers by issuing an Addendum. If more than one Addenda are issued, they will be sequentially numbered. All Addenda are deemed a part of this RFP. Prospective Proposers are responsible to check for addendums prior to submittal.

Proposal Submission Deadline:  
**Friday, October 27, 2023, by 1:00 pm**

The RFP and any addenda can be downloaded from [www.demandstar.com](http://www.demandstar.com) or at the Village website at <https://estero-fl.gov/for-businesses/rfprfq/>. Disadvantaged Business Enterprises (DBEs) and Woman and Minority-Owned Business Enterprises (W/MBEs) are encouraged to submit a Proposal.

The Village is accepting electronic Proposals via [www.demandstar.com](http://www.demandstar.com). Submission of Proposals prior to the deadline is solely and strictly the responsibility of the Proposer. It is the sole responsibility of the Proposer to take all necessary steps to ensure its Proposal is received by the due date and time. The Village will not be responsible for delays caused by technological issues that may occur or for any other reason.

To ensure the Village complies with ADA accessibility requirements, all Proposal documents submitted must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi. Pursuant to the Florida Electronic Signature Act, officers or authorized agents of Proposers are authorized to sign Proposals electronically in the s/ First Last format.

Proposals are due no later than the time and date specified in the RFP. Any Proposals received after that time and date will not be opened. No proposal may be modified after submission to the Village. **Proposals by paper submission, electronic mail, telephone or transmitted by facsimile (FAX) machine will not be accepted.** The Village reserves the right to reject any and all Proposals if it is deemed to be in the best interest of the Village.

Opening of Proposals:  
**Friday, October 27, 2023, at 2:00 pm**

The Village will open all Proposals on the date and at the time listed above. Since Proposals are not wholly price driven, are subject to evaluation and ranking, and are subject to further negotiation prior to a contract being finalized, the Proposals will not be read aloud or otherwise analyzed on opening.

Pursuant to Florida Statutes § 119.071(1)(b), sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public records disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

### C. General Terms and Conditions

**ACCOMMODATION OF DISABILITIES:** Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Village Clerk's Office as promptly as possible to allow the Village to examine the request and determine what if any accommodations are possible.

**ACCEPTANCE AND REJECTION** - The Village reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Village. The Village may award sections individually or collectively whichever is in its best interest.

**ADDITIONAL TERMS & CONDITIONS** - The Village reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**AWARD** - Award will be made to the best responsive and responsible offeror whose Proposal is determined by the Village to be in the best interest of the Village and who successfully completes subsequent negotiations.

**COMMITTEE MEETINGS & INFORMATION:** Notice of the proposal review committee meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Village Hall, at <http://www.demandstar.com>, a link to which may be found on the Village's web page: <https://estero-fl.gov/for-businesses/rfprfq/>. Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

**CONFLICT OF INTEREST** – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent

(5%) or more in the Offeror's firm or any of its branches or affiliate companies.

**DEVIATION FROM SPECIFICATION** - Any deviation from specifications must be clearly stated, explained in detail and accepted by the Village in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

**DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity. See, Florida Statutes § 287.134(3)(d).

**ECONOMY OF PREPARATION:** The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

**INFORMALITIES** - The Village reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

**INFORMATION AND LITERATURE** - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

**PRICING** - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

**PROPOSAL ACKNOWLEDGEMENT** - By submitting a proposal, the proposer certifies that it has completely reviewed the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

**PROPOSER EXPENSES** - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Village will not pay a retainer or similar fee. The Village is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Village will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The Village will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

**PUBLIC ENTITY CRIMES** – By submission of response to the Village's Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public

building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

**RESPONSIBLE OFFEROR/PROPOSER:** A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

**RESPONSIVE OFFEROR/PROPOSER:** A contractor, business entity or individual which has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including requirements as to form and substance.

**Compliance with Federal Standards.** All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those related to disposal of chemicals and hazardous materials, protection of waterways, and those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT:** Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and Florida Statutes § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Florida Statutes § 215.473. A copy of the current list of “Scrutinized Companies” can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

The company representative authorized to sign on behalf of the bidder/proposer, hereby CERTIFIES that the company identified as the Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria.

Authorized representative understands that pursuant to Florida Statutes § 287.135 and Florida Statutes § 215.473, the submission of a false certification may subject the Proposer company to civil penalties, attorney’s fees, and/or costs.

Bidder/proposer understands and agrees that the Village may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

**TAX EXEMPTIONS** - The Village of Estero is tax exempt. The Village's tax-exempt number is 85-8016684668C-2.

**TRADE SECRETS** - The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the Village will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to Village solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.



While the Village will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, *prior to the submission of their materials* to the Village, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the Village's legal counsel and, if Village legal counsel agrees with the designation, the Village will assert the exemption and redact the relevant materials. If the Village's counsel disagrees with the designation, Village staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Village notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

**PAYMENT AND PERFORMANCE BOND:** Pursuant to Florida Statutes § 255.103(2), the Construction Manager must secure an appropriate surety bond pursuant to Florida Statutes § 255.05 and must hold all construction subcontracts.

#### D. Evaluation Procedure

Pursuant to Florida Statutes § 255.103, a governmental entity must select a construction management entity pursuant to the process provided by Florida Statutes § 287.055. The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the most qualified Proposer.

The Evaluation Committee may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the the Evaluation Committee chooses to allow oral interviews and/or presentations, pursuant to Florida Statutes § 286.0113(2)(b), any portion of such interviews or oral presentations are exempt from the Florida Sunshine law. If the Village elects to close any such portions of the Evaluation Committee's work, the Village will ensure a recording of such portions will be made in accordance with the statute.

If presentations are requested, the Village Clerk will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The Village will allot equal time for each Proposer divided into three sequential parts: formal presentations, questions and answers, and discussion. Oral interviews/presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than

the allotted time.

The Evaluation Committee will evaluate proposals which have been reviewed for responsiveness and responsibility based on the following criteria:

- The ability, capacity, and skill of the Proposer to perform the work and satisfy the contractual obligations;
- The ability of the Proposer's professional personnel;
- The Proposer's willingness to meet time and budget requirements;
- The Proposer's location;
- The Proposer's recent, current, and projected workloads;
- The volume of work previously awarded to each Proposer by the Village;
- The performance of previous contracts and input from references;
- The sufficiency of the financial resources and ability of the Proposer to provide service for the term of the contract, including extensions;
- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act; and
- Such other criteria as the Evaluation Committee determines is relevant and necessary to be evaluated, except that any such additional criteria considered shall be set forth in the minutes of the Evaluation Committee, and shall be applied equally to all Proposers.

Proposers submitting the required criteria will have their proposals evaluated by an Evaluation Committee and scored for the non-price factors listed above. Weights for cost and location will not be assigned by the Evaluation Committee.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the Village will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

During the evaluation process and at the sole discretion of the Village, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Village in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Village may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

Once the Evaluation Committee has provided its rankings to the Village Manager, the Village Manager or his/her designee will select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. The Village will then negotiate a contract with the most qualified firm to perform the CM services under such terms and conditions as the Village determines is fair, competitive, and reasonable, while understanding that the Parties will not, at that time, be aware of the Guaranteed Maximum Price.

Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at terms the Village determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The Village will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Village will terminate negotiations and then undertake negotiations with the third most qualified firm.

Should the Village be unable to negotiate a satisfactory contract with any of the selected firms, the Village will select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached or the Village cancels the competitive process.

#### E. Form of Agreement

While the final agreement will be subject to negotiations, the Village intends to begin negotiations with its standard Construction Management at Risk form of agreement, incorporating the Village's General Conditions and form of Payment and Performance Bond. These documents are appended to this RFP and incorporated herein.

#### F. Portions of Proposal

### **Tab 1 - Transmittal Letter**

The response shall contain a cover letter electronically signed by a person who is authorized to submit the proposal, and should identify all materials and enclosures being forwarded in response to the RFP. At a minimum, the cover letter should provide:

- Full legal company name;
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
- Primary company phone and fax numbers and email address;
- Company type, i.e. Corporation, Partnership, etc.;
- Names and titles of principals;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

### **Tab 2 – Completed Forms**

Proposers must complete all reference, questionnaire and reference forms attached to this RFP and compile them in this tab.

### **Tab 3 - Table of Contents**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

#### **Tab 4 – Company and Staff Qualifications**

In this section, Proposers shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under the contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Proposer for services similar in size, scope and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Proposer.

Also in this section, Proposers shall complete and submit the following attachments to fully demonstrate the firm's qualifications and resources:

- **Attachment “A”: Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
- **Attachment “B”: Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Proposer as well as Key Personnel.
- **Attachment “C”: Team Organizational Chart.** Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles and organization of the proposed team members.
- **Attachment “D”: Key Personnel.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.
- **Attachment “E”: Proposed Subcontractors.** Submit information to demonstrate the qualifications and experience of subcontractors proposed to perform any portion of work. All proposed subcontractors are subject to approval by the Village.
- **Attachment “F”: Related Experience and References.** In this section, Proposers shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Proposers must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended.
- **Attachment “G”: References.** Proposers shall provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the Proposer to perform services of similar size and scope as those described herein. The information required must include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References should include the primary

contracts for the projects listed in the narrative submitted in this section. References shall be checked Village staff for any Proposer the Village enters negotiations with, to verify the capability to perform the work, and responsibility to fulfill the requirements of the contract.

### **Tab 5 – Project Approach / Methodology**

**Proposed Approach & Methodology.** In this section of the package, Proposers shall provide a written narrative describing the proposed approach and methodology for performing the services required for this Project. The narrative must provide a synopsis of the Proposer’s understanding of the scope of services and the intent of the Project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely Project using the most cost-effective solutions and best practices. Include in this section the Firm’s approach to project cost control.

**Proposed Work Schedule.** Submit a proposed work schedule that includes a timeline showing how the phases of the Project will be planned and constructed both in the pre-and post-GMP phases of the Project.

**Schedule Control Narrative.** Submit a written narrative of the Proposer’s project management methods to establish, monitor, and track the coordination of subcontractors and ability to meet schedules in a timely manner.

### **Tab 6- Proposed Cost**

The pre-GMP fee to the Village associated with delivering the requested pre-GMP services shall be detailed in this tab, but this tab will not be reviewed by the Village until the Village selects its top ranked firms with which to begin negotiations.

#### G. Additional Terms

**Conflict of Interest.** By submitting a proposal, the Proposer certifies that to the best of its knowledge or belief, as conveyed by the company official submitting the Proposal, no elected/appointed official or employee of the Village is financially interested, directly or indirectly, in the purchase of the goods or services specified in this RFP. The Proposer, by submitting their proposal, declares that no Village Council Member, other Village officer, or Village employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the proposing entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments.

**Collusion.** The Proposer, by submitting its proposal, declares that the proposal is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a proposal on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

**Purchases by Other Public Agencies.** With the consent and agreement of the successful Proposer(s), acquisition of similar services may be made under the agreement reached by the Parties by other governmental agencies, municipal corporations or political subdivisions. Such

“piggybacked” purchases shall be governed by the same pricing and essential terms and conditions stated in the agreement.

**Insurance.** Each vendor shall include in its solicitation response package proof of the insurance coverages required by this Section as follows:

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this Section, must be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the Village prior to contract execution and before any work begins.

The vendor(s) shall provide and maintain at all times during the term of any contract, without cost or expense to the Village, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Village, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificates of insurance to the Village at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, must insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
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Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers’ compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers’ compensation (Federal, maritime, etc.). If not required by law to maintain workers’ compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the Village responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and specialty insurance (engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000 are NOT applicable for this project.

The Village of Estero, a Florida municipal corporation, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the Village of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the vendor will be required to provide a copy of all policy endorsements, reflecting the required coverage, with the Village listed as an additional insured along with all required provisions to include waiver of subrogation.

Certificates of insurance must evidence a waiver of subrogation in favor of the Village, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the Village.

The vendor will be responsible for subcontractors and their insurance. Subcontractors must provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the Village. At the option of the Village, the insurer must reduce or eliminate such self-insured retentions, or the vendor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The Village will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the vendor or subcontractor providing such insurance.

Neither approval by the Village of any insurance supplied by the vendor or subcontractors, nor a failure to disapprove that insurance, will relieve the vendor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

#### H. Phasing/Costs/Budget.

**Construction Manager Fee.** The Village will negotiate with the top ranked firm until a successful agreement is executed. The preconstruction and construction services fee will be a flat fee.

**Owner Direct Purchases.** As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Village reserves the right to require the CM to assign some or all of its subcontracts or other agreements with material suppliers directly to the Village. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Village. The Village saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Village elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

**Preconstruction Phase.** During the preconstruction phase, the CM shall work closely with the Village and the Project Engineer (Engineer) to bring best value and quality to the Project, as defined by the Village. The selected Proposer will be required to sign an agreement with the Village to perform preconstruction services, and the amount of the agreement will be the portion of the fee proposed for preconstruction services.

**Cost Monitoring.** The Village requires that the CM monitor costs incurred for the Preconstruction Phase separately from costs incurred against the GMP during the Construction Phase. The CM will be required to assist in developing the various aspects of the budget for the project, including architecture/engineering and construction.

**Project Phasing.** Although the Village anticipates construction in two phases, the Village may benefit if the construction is divided into phasing components in addition to any phasing indicated in this RFP. Examples of possible phasing components are: demolition, hazardous material abatement, placement or relocation of underground utilities, site preparation, parking lots, and landscape. Phasing components shall be identified during the pre-construction phase by the CM and proposed by the CM to the Village. The Village's goal in reviewing with the phasing with CM is to minimize costs and/or expedite the completion project and use of each parcel to be conveyed to the private operators.

**Construction Cost Estimates.** The CM shall provide construction phase cost estimates at a minimum, at the following points in the project process:

Concept Plan review with the Engineer

30% Design

75% Design

100% plan submittal for the development review process

50% Construction Documents

100% Construction Documents

**Project Budget.** The CM, in collaboration with the Engineer, is directed to provide a construction design budget. The CM and Engineer shall provide to the Village as a supplement to the design, additive and deductive alternatives to meet the project scope requirements.



The Guaranteed Maximum Price (GMP) is the maximum price that the Village and the CM agree upon as the payment for providing and/or installing all of the work associated with the scope of the project. The GMP is the amount budgeted for the construction of the project.

**Construction Phase.** The Village reserves the right to approve the subcontractor trade selection process and vendor and may attend any and all meetings related to this process. The CM will participate in regular progress meetings with the Village and provide reports, as needed/requested. The CM will provide photo documentation of the work for each location.

The CM understands and agrees that its books are open for audit by the Village. Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof certified by Design Professional and approved by Owner for payment, whichever is less, until the Project has reached 50% completion. Upon 50% completion, the Construction Manager may request that the Village pay up to one half of the retainage then held by the Village for properly conducted work. If Village does not dispute the proper delivery of services, then the Village shall make such payment. Once 50% completion is reached, the Village shall only retain up to 5% of each progress payment. Such sum shall be accumulated and not released to Construction Manager until final payment is due. Owner reserves the right to reduce such retainage after Substantial Completion.

#### I. Forms.

**Required forms.** Required forms follow.

## References

Provide a minimum of three references for which the collector is currently providing the types of requested services (or have provided within the last 8 years). One reference must be for a residential jurisdiction with at least 4,000 residents. One reference must be from a commercial client in Florida.

1. Company Name \_\_\_\_\_  
Contact Name and Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Length of contract or business relationship: Start Date \_\_\_\_\_ End date \_\_\_\_\_  
Contract Value \$ \_\_\_\_\_  
Description of work provided on this contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name \_\_\_\_\_  
Contact Name and Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Length of contract or business relationship: Start Date \_\_\_\_\_ End date \_\_\_\_\_  
Contract Value \$ \_\_\_\_\_  
Description of work provided on this contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name \_\_\_\_\_  
Contact Name and Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email: \_\_\_\_\_  
Length of contract or business relationship: Start Date \_\_\_\_\_ End date \_\_\_\_\_  
Contract Value \$ \_\_\_\_\_  
Description of work provided on this contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
the Proposer that has submitted the attached Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary, typed, printed or stamped)

\_\_\_\_\_  
(Serial Number)

(Notary's Seal)

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS**

Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes § 287.135 and § 215.473, the submission of a false certification may subject the Proposer Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the Village may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**ADDENDUM ACKNOWLEDGEMENT**

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the Village's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

(Print/type name as signed above): \_\_\_\_\_

DATE: \_\_\_\_\_

**DRUG FREE WORKPLACE FORM**

The undersigned Proposer, in accordance with Florida Statutes § 287.087, hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

\_\_\_\_\_  
(Authorized signature)

(Date) \_\_\_\_\_

\_\_\_\_\_  
(Print/type name as signed above)

**PERFORMANCE AND PAYMENT BOND  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_

By this bond, we \_\_\_\_\_, as Principal, whose principal address and phone number are \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose principal address and phone number are \_\_\_\_\_, are bound to \_\_\_\_\_, herein called Owner, whose principal address and phone number are \_\_\_\_\_, in the sum of \$ \_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract [insert contract # if assigned] dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner, which contract was awarded pursuant to [insert RFP # or ITB #], for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is [insert a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement].

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_.

(Name of Principal)

(Name of Surety)

By: \_\_\_\_\_  
As Attorney in Fact for Surety

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Notary signature \_\_\_\_\_

Print or stamp name of Notary \_\_\_\_\_

Notary number:

My Commission Expires:

**Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.**