

Proposal No.: RFP 2023-02

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DUE DATE: October 6, 2023

AND TIME: 2:00 PM

LOCATION: Estero Village Hall  
9401 Corkscrew Palms Circle  
Estero, FL 33928

As stated above, the due date and time for responses is: October 6, 2023 at 2:00 p.m. **There will be no public opening. Please submit your response electronically to me via email at the following address: [greenville@estero-fl.gov](mailto:greenville@estero-fl.gov)**

# REQUEST FOR PROPOSALS

TITLE:

CONSTRUCTION ENGINEERING INSPECTION (CEI)  
SERVICES FOR VILLAGE OF ESTERO PROJECTS

Advertised Date: September 7, 2023

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS  
9401 CORKSCREW PALMS CIRCLE #101  
ESTERO, FL 33928

VILLAGE Designated Point of Contact (DPC):  
Kevin Greenville  
PHONE NO.: 239-221-5035  
EMAIL: [greenville@estero-fl.gov](mailto:greenville@estero-fl.gov)

## INSTRUCTIONS TO PROPOSERS

Sealed Proposals will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Request for Proposals”, and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

### 1. SUBMISSION OF PROPOSAL:

- a. Proposals must be emailed in a PDF format with a cover sheet which includes the following information:
  1. The words “Sealed Proposal”.
  2. Name of the firm submitting the Proposal.
  3. Title of the Proposal.
  4. Proposal Number.
  5. Proposal Due Date.
  6. Contact e-mail and telephone number.
- b. The proposal must be submitted electronically as follows:
  1. The Village’s Proposal Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
  2. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your proposal (i.e., required submittals, literature, technical data, financial statements).
  3. Warranties and guarantees against defective materials and workmanship (if applicable).
  4. Provide all submission documents (do not lock any files) – as one single Adobe PDF file. Please limit the color and number of images to avoid unmanageable file sizes. Attach the file to your email response; in a size that is easily forwarded via email.
- c. **RESPONSES RECEIVED LATE:** The delivery of Proposal package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Proposer. 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 Proposal when the lateness is due to matters beyond the control of any third party delivery service. Late Proposals may be returned to the Proposer with the notation: “This Proposal 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 Proposer in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. CALCULATION ERRORS: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. ADDITIONS/REVISIONS/DELETIONS: Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

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.

Proposers 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 Proposers 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.

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

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.

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Proposers 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 awarded agreement.

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

- a. Authorized to transact business and properly licensed in the State of Florida at the time of proposal submittal. Copies of all necessary permits or licenses must be provided with proposal 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.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Proposers 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 proposer 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.

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. 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 and 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, including subcontractors 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 Proposer'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.

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

9. TIEBREAKER

Except as provided by paragraph 8 above whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible proposers, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

If an award or negotiation is unsuccessful with the initial proposer, award or negotiations may commence with the next lowest proposer, utilizing the tiebreaker steps above to make the determination of the next lowest proposer where the next lowest proposer would similarly be equal.

10. AUDITABLE RECORDS

The selected Proposer 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 Florida's public records laws.

Proposer 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 Proposer 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. Proposer's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Proposer 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. Proposer will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Proposer's responsibility to ensure that all required records are provided at the Proposer'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 Proposer 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.

11. TERMINATION

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the proposer shall become effective unless and until the Proposer 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.

12. 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.

13. ANTI-LOBBYING CLAUSE

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,



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 Proposer's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the Proposer 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 Proposer will be responsible for subcontractors and their insurance. Subcontractors must provide certificates of insurance to the prime Proposer evidencing coverage and terms in accordance with the Proposer'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 Proposer 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 Proposer or subcontractor providing such insurance.

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

15. INQUIRIES AND ADDENDUMS

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



Responses 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 and Contract Documents.

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

16. SUBCONTRACTORS AND SUBCONSULTANTS

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

18. MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE

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

19. PRE-PROPOSAL CONFERENCE

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

There are two types of pre-proposal conferences:

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

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

21. NEGOTIATED ITEMS

Any item not outlined in the Request for Proposals may be subject to negotiations between the Village and the successful Proposer.

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

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

23. MISCELLANEOUS

- a. No amount of work is guaranteed upon award or contract.
- b. Award or contract does not entitle any proposer to exclusive rights to Village contracts.
- c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive proposers or in-house resources.
- e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.
- f. 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.
- g. 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.
- h. The Village reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
- i. 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.
- j. 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.

End of Terms & Conditions Section

### SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the Village's standard Terms and Conditions or the Scope of Work.

### SUB-CONTRACTORS

The use of sub-contractors under this proposal is not allowed without prior written authorization from the Village representative.

End of Special Conditions

VILLAGE OF ESTERO, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
CEI SERVICES FOR VILLAGE OF ESTERO PROJECTS

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

PROPOSER NAME: \_\_\_\_\_

TO: The Village of Estero  
Estero, Florida

Having carefully examined the “General Provisions”, and the “Special Provisions”, all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER 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: \_\_\_\_\_

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

Are there any modifications to the proposal or specifications:

YES \_\_\_\_\_ NO \_\_\_\_\_

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

MODIFICATIONS:

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: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

VILLAGE OF ESTERO, FLORIDA  
REQUEST FOR PROPOSAL  
FOR  
CEI SERVICES FOR VILLAGE OF ESTERO PROJECTS

GENERAL SCOPE OF PROJECT

The Village of Estero is seeking professional consultants as they apply to the construction, engineering and inspection for several Village of Estero includes including River Ranch Road Improvements, Sandy Lane Bicycle & Pedestrian Improvements and The Estero on the River Pathway Improvements. The Village of Estero may select separate firms for each project or a single firm for multiple projects.

This RFP is issued by the Village to provide potential Firms with information, guidelines and rules to prepare and submit a proposal. The submittal must satisfy all criteria established in this RFP to qualify for evaluation.

It is understood that this Statement of Qualifications will be used by the Village as the basis to qualify Proposers for further consideration.

SCOPE OF SERVICES

The services sought are the construction engineering inspection (CEI) for Village of Estero Projects including, River Ranch Road Improvements, Sandy Lane Bicycle & Pedestrian Improvements and The Estero on the River Pathway Improvements. A summary of scope for each project is providing below. Copies of constructions plans are attached.

River Ranch Road Improvements:

River Ranch Road is an approximately 0.75 mile 2-lane collector road that connects Corkscrew Road to Williams Road. Estero High School, River of Life Church and several residential communities are located along River Ranch Road. There is an existing sidewalk along one side of the road from Corkscrew Road to the Estero High School northern entrance.

River Ranch Road has flooded in the past during larger storm events.

Student pick up and drop off at Estero High School create significant traffic issues along River Ranch Road. At times, River Ranch Road is entirely blocked by vehicles waiting to enter the high school. Traffic can back up on Williams Road as well.

The proposed project will improve pedestrian access and safety, improve drainage and improve traffic flow around Estero High School. The project includes the following improvements:

- 8-ft sidewalk west side of road
- 6-ft sidewalk east side of road
- Turn lane improvements at Estero High School
- Roundabout at Williams Road
- Drainage improvements

- Landscaping/Irrigation Improvements
- Streetlights

Sandy Lane Bicycle & Pedestrian Improvements:

Sandy Lane is an approximately 0.75-mile-long 2-lane collector road that connects Corkscrew Road to Broadway Ave East. Sandy Lane crosses over the Estero River and provides access to several residential communities. There are no bicycle or pedestrian facilities along Sandy Lane.

The proposed project will add a path along the east side of Sandy Lane to improve bicycle/pedestrian access and safety. Following is a summary of the project improvements.

- 8-10 ft path along east side of road
- Pedestrian bridge of The Estero River
- Drainage Improvements
- Installing conduit for underground utilities
- Drainage Improvements
- Landscaping/Irrigation Improvements
- Streetlights

Estero on the River Pathway Improvements:

Estero on the River is an approximately \_\_\_ ac property located at the northeast corner of US 41 and Corkscrew Road, owned by the Village of Estero.

This Village is proposing to construct the following improvements/facilities on the property:

- Access Road & Parking Lot
- Restroom facility
- 8-ft wide paths
- Pedestrian bridge of The Estero River
- Drainage improvements
- Utilities

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies.

The Consultant shall report significant discrepancies to the Village and direct the Contractor to correct such observed discrepancies. The responsibilities of the Consultant on this project are:

1. Preconstruction Conferences: Conduct and schedule the Preconstruction Conference with the Village, contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor with a list of all forms and reports due, when they should be submitted, and to whom.

2. **Progress Meetings:** Prepare the agenda, attend, and conduct meetings with Village staff, contractor, subcontractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Village Council meetings as necessary.
3. **Project Administration:** Provide project administration and coordinate with the assigned Project Engineer. Prepare for and attend, when requested, any periodic or in-depth inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the Village Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Engineer and be available at any time in the case of an emergency on this project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.
4. **Provide Construction Inspection:** Provide effective and qualified inspection services.
5. **Supplemental Agreements/Construction Change, Force Account, VECP:** Notify the Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Engineer. Develop change orders as approved by the Village and present to the Village Council for their approval as may be required.
6. **Shop Drawings:** Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Proposer.
7. **Reporting:** It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required is carried out.
8. **Quality Assurance, Testing for Acceptance, and Training:** Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the Village. Certifications of materials submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications.
9. **Progress Payments:** The Consultant will document and submit accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. Village Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.
10. **Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted by the Consultant to the Village Project Engineer for processing.
11. **Distribution of Correspondence:** A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the Village.



12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the Village. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the Village. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life.

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Village prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Village Project Engineer for clarification at any time.

14. Final Records: Submit a compilation of project records to the Village after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

15. Project Claims: Prepare documentation and assist in the defense of the Village, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Project Certification: Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Village.

## EVALUATION PROCEDURE

The evaluation and selection procedures are set forth in general in 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(s) will be awarded to the most qualified Proposer(s) with which the Village is able to negotiate terms.

The Evaluation Committee may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If 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 (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 professional services under such terms and conditions as the Village determines is fair, competitive, and reasonable.

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. The Village reserves the right to negotiate and award more than one contract pursuant to this RFP.

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 Project work will be planned and designed, and any field oversight of contractors performed.

**Schedule Control Narrative.** Submit a written narrative of the Proposer's project management methods to meet schedules in a timely manner.

VILLAGE OF ESTERO, FLORIDA  
PROPOSER 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: \_\_\_\_\_

Proposer

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 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

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

PROPOSER ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

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

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

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

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

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

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

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



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, any bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime:  
or:  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

## Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal \_\_\_\_\_  
\_\_\_\_\_, for \_\_\_\_\_ **Project or contract**  
**number] [Project name]**
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 – PROPOSER’S 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:  
\_\_\_\_\_  
\_\_\_\_\_