

Bid No.: RFB 2019-08

PROJECT NO.: RFB 2019-08

DUE DATE: September 5, 2019

AND TIME: 2:00 PM

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

NO PRE-BID FOR THIS PROJECT

INVITATION TO BID

TITLE:
ON-CALL STREET LIGHT INSPECTION &
MAINTENANCE

Advertised Date: August 7, 2019

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

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

INSTRUCTIONS TO BIDDERS

Sealed Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Invitation to Bid”, 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 BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words “Sealed Bid”.
 2. Name of the firm submitting the Bid.
 3. Title of the Bid.
 4. Bid Number.
 5. Bid Due Date.
 6. Contact e-mail and telephone number.
- b. The bid must be submitted as follows:
 1. The original consisting of the Village’s Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
 2. A copy of the original Bid Forms for the Village Manager. (Mark as “Copy”.)
 3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
 4. Warranties and guarantees against defective materials and workmanship (if applicable).
 5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.
- c. **RESPONSES RECEIVED LATE:** The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. 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 Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: “This Bid was received after the specified deadline time”. All references to date and time herein reference Estero, FL local time.
- d. **VILLAGE RESERVES THE RIGHT:** The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

- e. EXECUTION OF SOLICITATION: All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. CALCULATION ERRORS: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids 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.

2. ACCEPTANCE & SHIPPING

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

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

3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Bidders 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 bid submittal. Copies of all necessary permits or licenses must be provided with bid submittal.
- b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
- c. Compliance with any applicable Environmental Protection Agency regulations.
- d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
- e. Chapter 119, Florida Statutes, Public Records.
- f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Bidders are requested to email invoices to: accountspayable@estero-fl.gov

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

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

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

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

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

6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than 30 calendar days to present or file any claims against the Village concerning this contract. After that period, the Village will consider the bidder to have waived any right to claims against the Village concerning this agreement.

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 vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

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 bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, 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 bidder, award or negotiations may commence with the next lowest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder where the next lowest bidder would similarly be equal.

10. AUDITABLE RECORDS

The selected Bidder 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.

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

Additionally, Bidder 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. Bidder will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Bidder's responsibility to ensure that all required records are provided at the Bidder'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 Bidder 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 bidder, and no such termination notice submitted by the bidder shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

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

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.

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

13. ANTI-LOBBYING CLAUSE

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are not to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

14. INSURANCE

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

15. INQUIRIES AND ADDENDUMS

Each respondent 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. 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.

17. WITHDRAWAL OF BID

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

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

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following circumstances were met: (1) the respondent acted in good faith in submitting their bid. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respond, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Notwithstanding the foregoing, a response may be withdrawn for a period of 180 calendar days after the scheduled time for opening of the solicitation, if an award has not been made.

18. PROTEST RIGHTS

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

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

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

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

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

cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the Village for the accepted proposal.

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

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

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

20. PRE-BID CONFERENCE

A pre-bid 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-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid 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 Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

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

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

21. QUALITY GUARANTEE/WARRANTY

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warrantied for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out

of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

22. NEGOTIATED ITEMS

Any item not outlined in the Invitation to Bid may be subject to negotiations between the Village and the successful Bidder.

After award of this bid 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. AGREEMENT FORTHCOMING

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

24. MISCELLANEOUS

- a. No amount of work is guaranteed upon award or contract.
- b. Award or contract does not entitle any bidder 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 bidders 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.

End of Terms & Conditions Section

SUPPLEMENTARY CONDITIONS CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

The Village, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the Village determines in its sole discretion that it is in the Village's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Village and shall be turned over promptly by the Contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

5. ENERGY POLICY AND CONSERVATION ACT

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village of Estero, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

7. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. RECORDS

Contractor shall provide, when requested, access by the Village, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

9. RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

10. REMEDIES

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Village may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

Withhold or suspend payment of all or any part of a request for payment.

Require that the Contractor refund to the Village any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- requiring the Contractor to reimburse the Village for the amount of costs incurred for any items determined to be ineligible.

Pursuing any of the above remedies will not keep the Village from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Village waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Village, or affect the later exercise of the same right or remedy by the Village for any other default by the Contractor.

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
ON-CALL STREET LIGHT INSPECTION
& MAINTENANCE

DATE SUBMITTED: _____

VENDOR 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 VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

COST EACH – PER STREET LIGHT FOR A STREET LIGHT INSPECTION (DURING REGULAR BUSINESS HOURS) AS SPECIFIED HEREIN FOR ALL ROADWAY LIGHTING WITHIN THE BOUNDARIES OF THE VILLAGE OF ESTERO ON AN ON-CALL BASIS:

\$ _____ EACH (BASIS OF AWARD)

RATES FOR OPTIONS A & B, (INCLUDING MISCELLANEOUS ELECTRICAL WORK)

REGULAR BUSINESS HOURS:

PLEASE BID YOUR HOURLY RATES (INCLUDING OPERATOR) FOR THE FOLLOWING ON AN ON-CALL BASIS DURING REGULAR BUSINESS HOURS (MONDAY THRU FRIDAY, 8:00 AM – 5:00 PM)

LABOR RATE FOR SUPERVISOR/ELECTRICIAN: \$ _____ PER HOUR

LABORER/ELECTRICIAN HELPER: \$ _____ PER HOUR

BUCKET TRUCK: \$ _____ PER RUNNING HOUR

CRANE (POLE REPLACEMENT): \$ _____ PER RUNNING HOUR

PICKUP TRUCK/VAN: \$ _____ PER RUNNING HOUR

ARROW BOARD (TRAILER MOUNT): \$ _____ PER RUNNING HOUR
BACKHOE: \$ _____ PER RUNNING HOUR
AIR COMPRESSOR WITH COMPONENTS: \$ _____ PER RUNNING HOUR
EMERGENCY SERVICE:

PLEASE BID YOUR HOURLY RATES (INCLUDING OPERATOR) FOR THE FOLLOWING ON AN ON-CALL BASIS DURING NON-REGULAR BUSINESS HOURS (DEFINED AS ANY DAY OF THE WEEK AT ANY TIME OF THE DAY OR NIGHT ANY DAY OF THE YEAR EXCLUDING MONDAY THRU FRIDAY, 8:00 AM – 5:00 PM)

LABOR RATE FOR SUPERVISOR/ELECTRICIAN: \$ _____ PER HOUR
LABORER/ELECTRICIAN HELPER: \$ _____ PER HOUR
BUCKET TRUCK: \$ _____ PER RUNNING HOUR
CRANE (POLE REPLACEMENT): \$ _____ PER RUNNING HOUR
PICKUP TRUCK/VAN: \$ _____ PER RUNNING HOUR
ARROW BOARD (TRAILER MOUNT): \$ _____ PER RUNNING HOUR
BACKHOE: \$ _____ PER RUNNING HOUR
AIR COMPRESSOR WITH COMPONENTS: \$ _____ PER RUNNING HOUR

RATES FOR OPTION C, (INCLUDING MISCELLANEOUS ELECTRICAL WORK)

REGULAR BUSINESS HOURS:

PLEASE BID YOUR HOURLY RATES (INCLUDING OPERATOR) FOR THE FOLLOWING ON AN ON-CALL BASIS DURING REGULAR BUSINESS HOURS (MONDAY THRU FRIDAY, 8:00 AM – 5:00 PM)

LABOR RATE FOR SUPERVISOR/ELECTRICIAN: \$ _____ PER HOUR
LABORER/ELECTRICIAN HELPER: \$ _____ PER HOUR
BUCKET TRUCK: \$ _____ PER RUNNING HOUR
CRANE (POLE REPLACEMENT): \$ _____ PER RUNNING HOUR
PICKUP TRUCK/VAN: \$ _____ PER RUNNING HOUR
ARROW BOARD (TRAILER MOUNT): \$ _____ PER RUNNING HOUR
BACKHOE: \$ _____ PER RUNNING HOUR
AIR COMPRESSOR WITH COMPONENTS: \$ _____ PER RUNNING HOUR

TRANSPORATION/DISPOSAL (ALL-INCLUSIVE): \$ _____ PER MILE

CUTTING DAMAGED POLES IN HALF: \$ _____ PER POLE
EMERGENCY SERVICE:

PLEASE BID YOUR HOURLY RATES (INCLUDING OPERATOR) FOR THE FOLLOWING ON AN ON-CALL BASIS DURING NON-REGULAR BUSINESS HOURS (DEFINED AS ANY DAY OF THE WEEK AT ANY TIME OF THE DAY OR NIGHT ANY DAY OF THE YEAR EXCLUDING MONDAY THRU FRIDAY, 8:00 AM – 5:00 PM)

LABOR RATE FOR SUPERVISOR/ELECTRICIAN: \$ _____ PER HOUR

LABORER/ELECTRICIAN HELPER: \$ _____ PER HOUR

BUCKET TRUCK: \$ _____ PER RUNNING HOUR

CRANE (POLE REPLACEMENT): \$ _____ PER RUNNING HOUR

PICKUP TRUCK/VAN: \$ _____ PER RUNNING HOUR

ARROW BOARD (TRAILER MOUNT): \$ _____ PER RUNNING HOUR

BACKHOE: \$ _____ PER RUNNING HOUR

AIR COMPRESSOR WITH COMPONENTS: \$ _____ PER RUNNING HOUR

TRANSPORATION/DISPOSAL (ALL-INCLUSIVE): \$ _____ PER MILE

CUTTING DAMAGED POLES IN HALF: \$ _____ PER POLE

NOTE: ALL WORK IS TO BE CONDUCTED IN ACCORDANCE WITH THE DETAILED AND TECHNICAL SPECIFICATIONS INCLUDED HEREIN.

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

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

Are there any modifications to the bid or specifications:

YES _____ NO _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid 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
INVITATION TO BID
FOR
ON-CALL STREET LIGHT INSPECTION
& MAINTENANCE

GENERAL SCOPE OF PROJECT

The purpose of this bid is to solicit prospective bidders to provide roadway lighting inspection, maintenance, and repair of poles and light fixtures (and associated load centers) within the Village of Estero, Florida on an On-Call Basis during “Regular Work Hours” as defined herein. Work consists of providing all labor, materials, equipment, permits, MOT, and incidentals necessary to perform the work as specified herein.

The work will consist of four (4) tasks:

1. On-Call Inspection (the cost of which will be the Basis of Award).
2. Normal Maintenance/Replacement (Option A)
3. Repairs (Option B)
4. Knock Down Replacement (Option C)

An emergency callout task may be directed by the Village representative who will give direction to the contractor by telephone for the initial callout and will follow-up the next business day with a faxed or emailed work order. The contractor shall respond within two (2) hours to the callout.

The contractor is to be available 24 hours per day, 365 days per year.

The contractor may also be asked to provide miscellaneous electrical work as needed at other Village locations. This task consists of various miscellaneous electrical repair and/or installations at Village owned facilities. Compensation shall be by the bid labor and equipment rate of Options A, B, and C. Any component, fixture, etc. other than incidental hardware will be compensated at the rate of 115% of the documented contractor’s cost.

LIGHTS TO BE SERVICED

All roadway lighting that are owned or are the maintenance responsibility of the Village of Estero.

The roadway lights that are to be maintained are:

1. Via Coconut Point/Williams Road roundabout – 4 lights.
2. Via Coconut Point/Pelican Colony Blvd. – 4 lights.
3. US 41 roadway lights from southern to northern Village boundary – Approximately 456 lights.

A list of lights is not available; however, there are approximately 464 light fixtures within the Village.

The majority of the lights are Holophane Mongoose 240v/250w.

It will be the bidder’s responsibility to visit the sites of this work and acquaint themselves with conditions as they exist and operations to be carried out under this bid – including verifying the number of lights to be serviced as well as the brand(s) and type(s).

Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this bid.

BASIS OF AWARD

The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder. The Village intends to award to a single bidder – lowest Cost Each. All, some or none of the listed Options may be awarded at the Village's discretion; and the Options will not be factored into determining the lowest responsive and responsible bidder.

In the event the lowest responsive and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price(s) with the lowest responsive and responsive bidder(s), in order to bring the total cost of the project within the amount of available funds.

The Village reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received.

The Village reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Village Manager.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year with three (3) one (1) year renewal options for a total of four (4) years upon mutual agreement of both parties. The Village reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal.

The Village's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

CONSUMER PRICE INDEX ADJUSTMENT

At the Village's sole discretion, the contract price(s) bid for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage, and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. The Village will notify the vendor of the increase amount if granted. This increased amount would begin with the billing for the month of October.

SERVICE CHANGES

The Village reserves the right to delete or cancel any service at the bid price.

The Village reserves the right to add or delete lights and/or services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Village representative.

WORKMANSHIP AND INSPECTION

The supervision of the performance of the work done under this bid is vested wholly with the Village of Estero Public Works. Village of Estero will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before the Village Public Works will give approval for payment. The Village reserves the right to deny a monthly payment for work not completed for that period of time.

DESIGNATED CONTACT

The awarded bidder shall appoint a person or persons to act as a primary contact for the Village. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

TOLLS

The Village will not reimburse the awarded vendor(s) for any bridge tolls.

WORK SCHEDULE

Inspections will be performed on an On-Call Basis. There is no guarantee, expressed or implied, regarding the number of lights which the awarded vendor may be called upon to inspect during the contract period. On-Call inspections will be performed Monday through Friday from 8:00 AM to 5:00 PM excluding Village observed holidays.

All other services will be performed on an on-call or emergency basis as specified herein.

On call availability for emergency light replacement will be required 24 hours a day, 7 days a week, 365 days a year due to the safety issues inherent with damaged roadway lighting. All other services will be on an on call basis Monday through Friday from 8:00 AM to 5:00 PM excluding Village observed holidays.

Response time for emergency light replacement will be no more than two hours to the site from the time of a call for service by the Village representative. The awarded contractor's Field Supervisor or Project Manager shall be available directly, without involvement of office personnel or answering service, 24 hours a day, 7 days a week, 365 days a year by telephone during this contract period for the purpose of direct contact with Village personnel.

METHOD OF PAYMENT

Payment will be made to the vendor in monthly installments after receipt of an invoice from the vendor at the end of each time period of one (1) month. The invoice must list the service(s) performed and the number of hours required to perform each service as well as the number on the pole of the light serviced.

ASSIGNMENT OF THIS CONTRACT

The awarded bidder shall not assign or transfer any portion of this agreement.

Sub-contracting is allowed with pre-approval of the Village Representative. However, no sub-contractors are to be used for work under this bid without the pre-approval of the Village representative.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your

response will delay the consideration and review of your submission; and could result in your response being disqualified.

Immigration Laws: Village of Estero will not intentionally award Village contracts to any Bidder 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 shall consider the employment by any Bidder 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 the Village.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award.

If your firm will require the Village of Estero to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with your bid package response. The Village reserves the right to reject any documents that may be submitted.

REQUIRED SUBMITTALS

NOTE: The following required submittals constitute the minimum qualifications which the bidder must meet in order to be considered for award.

Bidders should provide in their bid package:

1. Insurance – A certificate of insurance or letter from your insurance company stating that, if awarded the bid, your firm can meet and obtain the insurance requirements as specified herein.
2. Proof of Certifications which include:
 - Maintenance of Traffic Certification. Provide proof of certificates of all those who have a National Safety Council Course on Work Zone Safety and received an Intermediate Maintenance of Traffic Certification and will be working under this bid. Contractor will provide personnel trained and certified to a minimum of FDOT MOT Safety in Work Zone Certification to oversee set-up of MOT in accordance with FDOT Design Standards, 2008 Edition, Index 600 thru 657. Contractor will assure the use of FDOT approved safety vests, barricades, traffic cones and arrow boards at all work locations. When and where applicable, there must always be a worker with an IMOT and the ability to be able to carry out the procedures at the worksite. Possession of an IMOT Certificate is required at the time of bid submission. Please include a copy of all certificates. All certifications must remain valid during the term of this bid. The Village must be notified of any changes that take place immediately and copies of the new employee’s certifications must be furnished.

SUPERVISION AND SAFETY

- A. Provide the maintenance services in a professional manner. During all maintenance work hours provide a qualified and competent English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the vendor.
- B. All vehicles and trailers shall have the vendor’s name and business phone number clearly displayed during work hours. In addition, a magnetic sign that reads: “Contractor for Village of Estero, 239-221-5035” shall be clearly displayed on all vehicles and trailers during work hours on Village property. Note: Signs to be provided by the Village at no cost to the Vendor. Vendor’s personnel shall wear appropriate apparel including high visibility safety vest (class II).

- C. It shall be the vendor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The vendor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The vendor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- D. The vendor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA).

Technical Specifications
For
On-Call Street Light Inspection & Maintenance

The vendor will provide all labor, materials, equipment, permits, MOT, and incidentals necessary to perform the following:

NOTE: All MOT shall be considered as incidental work and compensation for same is included in all bid rates.

NOTE: Field engineering and technical assistance may be required upon request during the term of the contract.

All work performed by the contractor shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition) and Florida Department of Transportation Design Standards (Latest Edition).

ON-CALL STREET LIGHT INSPECTION (BASIS OF AWARD)

As requested on an On-Call Basis the awarded Contractor shall provide routine inspection for all components, including but not limited to: pole base, poles, arms, and luminaires. Specific attention shall be required for attachment point of luminaire fixture to arm. Contractor shall be responsible for verification of inspection of luminaire attachment point for all poles being serviced. On-Call basis.

OPTION A – NORMAL MAINTENANCE/REPLACEMENT OF LUMINAIRE COMPONENTS

Including, but not limited to, performing inspection, trouble-shooting, and all work for the repair or replacement of the various components that may be necessary to return a non-functioning luminaire to working order at each roadway lighting pole installation. The components for this task consist of the lamp, ballast, fastening, capacitor, igniter, fuse and fuse neutral, fuse holders, surge protector, luminaire wiring and individual power-supply photo cell control. Fuse, fuse neutral, and fuse holders are considered incidental. Should none of the above components be responsible for the light not functioning, the contractor will be paid at the bid rate for an inspection.

Individual component failure such as igniter, capacitor, and ballast shall be replaced with the appropriate part from the contractor's inventory. A complete ballast assembly shall not be installed for individual component failures. In the case of a complete circuit being out due to load center failure or wire cut, the repair of the cause of failure shall be paid not per pole, but at the bid rate for an inspection.

Should a luminaire be found not functioning after three outages/repairs within one year, the contractor shall not be paid for additional normal repairs or required components. For example, continuing to just install a lamp instead of finding the real problem and making the appropriate repair. In addition, all luminaires shall be inspected to ensure proper fastening "tightness" at attachment points to arms.

Village staff will be responsible for field review, and will notify the contractor of lights not functioning. Upon notification, the contractor shall repair those individual units that are not functioning within forty-eight (48) hours of notification from the Village. A written notification shall be provided to the Village representative requesting additional time should there be unforeseen circumstances that would prevent the contractor from complying with these time requirements. Extension of such time requirements will be at the sole discretion of the Village representative. In the event that a non-functioning luminaire is found to have failed for reasons other than the aforementioned standard components, a report shall be forwarded to

the Village Representative of the situation within two business days, along with the recommended course of action.

A Repair Report shall be forwarded to the Village Representative within two (2) business days of the work performed.

Payment for this service shall be per incident per contract luminaire location. Charge shall consist of the hourly labor rate bid (including incidental materials and MOT) plus the required equipment and vehicles at the rates bid.

On-call basis.

OPTION B – ROADWAY LIGHTING REPAIRS

Including, but not limited to, performing all work to affect repairs of non-functioning luminaires and their power circuits that are not applicable to Option A. All work performed under this Option will be by direction of a Work Order signed by the Village Representative and issued for a specific problem or location. Typical work will include trouble shooting lack of power at luminaires, repair of circuit load center and parts, and replacement of wiring between installations.

In the event that existing components need to be removed in order to replace them, the compensation for removal of the item will be a 10% of the cost to furnish and install its replacement, as determined upon tabulating hours, rates, and materials costs. Troubleshooting tasks will be performed at each location at which the problem is not apparent in its cause or location and will be charged at the appropriate flat bid labor rate, with a maximum limit of two hours per work order without prior approval from the Village Representative. All repair work will be charged at the appropriate flat bid labor rate. Any component, other than incidental hardware, that is required to accomplish repairs will be compensated at the rate of 115% of the documented Contractor's cost with its installation compensated for by the appropriate flat labor bid rate. Compensation for equipment used shall be according to the prices bid and shall be for usage time only, with no compensation for travel or idle time.

All Work Orders shall be accomplished within the given timeframe listed on that Work Order. Normal Work Orders will allow one (1) week for accomplishment. However, occasionally there may arise a need for emergency repairs to a load center or other problem affecting numerous luminaires. In the event of an emergency, the Village Representative will contact the Contractor's Representative by telephone, text, and/or email to direct that an emergency callout is necessary and that an instant response is needed. Response time for emergency repairs will be no more than two hours to the site from the time of a call for service by the Village representative.

On-call and Emergency basis.

OPTION C – KNOCK DOWN REPLACEMENT

Including, but not limited to, the replacement of luminaire installations knocked down by vehicle crashes. Included are all labor, equipment, incidental materials, MOT, and vehicles necessary to replace the luminaire installation on its existing foundation; including pole, arm, breakaway base, luminaire, bulb, and all associated electrical components necessary for a working unit. Any component, other than incidental hardware, that is required to accomplish replacement will be compensated at the rate of 115% of the documented Contractor's cost with its installation compensated for by the appropriate flat labor bid rate. Compensation for equipment used shall be according to the prices bid and shall be for usage time only, with no compensation for travel or idle time. Also included is transportation and the appropriate

disposal of all discarded materials as per the direction of the Village representative; as is cutting damaged poles in half if requested by the Village Representative. In the event that the existing foundation must be replaced, that work will be accomplished under a Work Order.

Pricing shall also be provided for an initial callout visit to pick up the knocked down pole and parts and to make the location safe while awaiting a replacement installation.

Replacement shall be accomplished within two (2) weeks of the initial knock down. Failure to accomplish the work within this timeframe will incur a penalty in compensation of 5% of the bid price for each day that the replacement is not completed.

The Village of Estero may be seeking reimbursement from insurance for knockdown incidents, therefore submittal of invoices will be necessary to document expenses.

On-call and Emergency basis.

End of Scope of Work and Specifications Section

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: _____

Project Name: _____

Please check as appropriate:

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

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

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

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

Signed: _____

Vendor

Printed Name _____

Date: _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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

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

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

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

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

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF ESTERO, FLORIDA
STANDARD INSURANCE REQUIREMENTS

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

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

- \$500,000 per occurrence
 - \$1,000,000 general aggregate
 - \$500,000 products and completed operations
 - \$500,000 personal and advertising injury

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

- \$500,000 combined single limit (CSL)
 - \$300,000 bodily injury per person
 - \$500,000 bodily injury per accident
 - \$300,000 property damage per accident

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

- \$100,000 per accident
 - \$100,000 disease limit
 - \$500,000 disease – policy limit

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

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager or designee for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
The Village of Estero, Florida
9401 Corkscrew Palms Circle
Estero, Florida 33928
 - b. "The Village of Estero, Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

PUBLIC ENTITY CRIME FORM

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

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

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

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

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

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

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

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

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 - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- _____ 13. Any Delivery information required is included.
- _____ 14. The mailing envelope has been addressed to:
 Village of Estero
 9401 Corkscrew Palms Circle #101
 Estero, FL 33928
- _____ 15. The mailing envelope MUST be sealed and marked with:
 Solicitation Number
 Opening Date and/or Receiving Date
- _____ 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- _____ 17. If submitting a "NO BID" please write Solicitation number here _____
 and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

