PROJECT NO.: RFB 2023-01

DUE DATE: January 27, 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: January 27, 2023 at 2:00 p.m. The hard copy submittal requirements within the package are waived and there will be no public opening scheduled. Please submit your bid response electronically to me via email at the following address: franceschini@estero-fl.gov

INVITATION TO BID

TITLE:

ESTERO ON THE RIVER NON-NATIVE INVASIVE AND NUISANCE PLANT TREATMENTS Advertised Date: January 5, 2023

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS 9401 CORKSCREW PALMS CIRCLE #101 ESTERO, FL 33928

VILLAGE CONTACT:

BOB FRANCESCHINI, C.P.M., CPPB

PHONE NO.: 239-319-2821

EMAIL: <u>franceschini@</u>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 our 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. Not withstanding the forgoing, a response may be withdrawn for a period of 180 calendar days after the scheduled time for opening of the solicitation, if an award has not been made.

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 ("protestor") will also be required to post a "Protest Bond" and file a written "Formal Protest" document within 10 calendar days after the "Notice of Intent to File a Protest". A Protest Bond shall be in the form of a certified check, cashier's check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the 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

There will be no formal pre-bid conference scheduled for this project. However, the Village strongly suggests that bidders visit the site of this work and acquaint themselves with the conditions as they exist and operations to be carried out under this bid. 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. 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.

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 orservices 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

VILLAGE OF ESTERO, FLORIDA PROPOSAL QUOTE FORM FOR ESTERO ON THE RIVER NON-NATIVE INVASIVE AND NUISANCE PLANT TREATMENTS

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:
GRAND TOTAL COST TO PERFORM THE ESTERO ON THE RIVER NON-NATIVE INVASIVE AND NUISANCE PLANT TREATMENTS AS SPECIFIED HEREIN:
\$
TO BE STARTED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED AND COMPLETED WITHIN 21 CALENDAR DAYS OF START.
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.:	
CELLULAR PHONE NO.:	
F-MAIL ADDRESS:	

VILLAGE OF ESTERO, FLORIDA INVITATION TO BID FOR ESTERO ON THE RIVER NON-NATIVE INVASIVE AND NUISANCE PLANT TREATMENTS

SCOPE

The purpose of this bid is to solicit prospective bidders to perform non-native invasive and nuisance plant treatments Estero on the River.

EXAMINATION OF SITE

There will be no formal pre-bid conference scheduled for this project. However, the Village strongly suggests that bidders visit the site of this work and acquaint themselves with the conditions as they exist and operations to be carried out under this bid. 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. Open access to the site will be offered from January 16, 2023 to January 18, 2023.

BASIS OF AWARD

The Village intends to award to a single bidder – lowest Grand Total Cost.

DETAILED SPECIFICATIONS AND SCOPE OF WORK

Project Location

The project area is located at the intersection of US 41 and Corkscrew Road. The property extends from US 41 east to the Seminole Gulf Railways property and from Corkscrew Road north to the Estero River.

Access to the property is located along Corkscrew Road and US 41.

A map illustrating the project location is accompanies this bid package.

Project Description

The project involves treatment of all currently Florida Invasive Species Council (FISC) listed Category 1 and 2 exotic plants and select nuisance plants described below on the southern 40 acres of the park, following the park boundary including nonnative invasives in the fence line. Additional work includes the removal of all widow makers and unsafe trees or limbs within 20 feet of trails, structures, fences, powerlines, and the boundary. Structurally unsound trees within 20 feet of the trails, structures, fences, powerlines, and boundary shall be removed and structural pruning of native hurricane damaged trees over 20" diameter at breast height that can fall on structures, the driveways, trail system, fences and powerlines. Non-native trees with structural damage within 20 feet of trails, driveways, powerlines, structures, boundaries, river and cypress wetland shall be cut down and moved at least 20 feet from the trails, driveways, powerlines, structures, boundaries, river and cypress wetland.

Treatment for this project can be basal, cut stump, or foliar and the biomass can be left in place as long as it is not on or over a fence, gopher tortoise burrow, off property or on a fireline/trail, within the river or within the cypress wetland. The treatment proposal is to cut, remove and treat all FISC and nuisance species within 10 feet of the river, structures, trials, driveways, fences, powerlines, boundary and the cypress wetland so that as the trees and shrubs die they do not fall in or on these areas. Nonnative trees and shrubs shall be removed from the cypress wetland in anticipation of jurisdictional agency permitting requirements. Village of Estero staff will open any gates to provide access to the property.

Exotic species recently observed in the project area include but are not limited to bishopwood (Bischofia javanica), Brazilian pepper (Schinus terebinthifolius), earleaf acacia (Acacia auriculiformis), tropical almond (Terminalia catappa), orchid tree (Bauhinia variegata), Australian pine (Casuarina equisetifolia), carrotwood (Cupaniopsis anacardioides), climbing cassia (Senna pendula), chinaberry (Melia azedarach), woman's tongue (Albizia lebbeck), melaleuca (Melaueca quinquenervia), Senegal date palm (Phoenix reclinata), Java plum (Syzygium cumini), umbrella tree (Schefflera actinopylla), Surinam cherry (Eugenia uniflora), lead tree (Leucaena leucocephala), guava (Psidium spp.), downy rose myrtle (Rhododmyrtus tomentosa), castor bean (Ricinus communis), lantana (Lantana camara), caesarweed (Urena lobata), shrimp plant (Justicia brandegeana), wedelia (Sphagneticola trilobata), kalanchoe (Kalanchoe spp.), umbrella sedge (Cyperus involucratus), bowstring hemp (Sanseveria trifasciata), Guineagrass (Megathyrsus maximum), cogongrass (Imperata cylindrica), natal grass (Melinis repens), balsam apple (Momordica balsamina), rosary pea (Abrus precatorius), and coral vine (Antigonon leptopus).

Non FISC plants that are nuisance and should be treated include all species of bamboo (with a diameter less than 2-inches) and philodendrons as well as select mangoes and Ficus (these trees will be marked with flagging).

The Contractor will provide one (1) thorough treatment across the project area.

Work Specifications

- The Village of Estero staff will select a contractor.
- Contractors must use the most recent edition of the FISC List at time of herbicide application.
- The contractor shall only use herbicides approved for use by the FDEP and the Village of Estero. Herbicides shall be applied per manufacturer's recommendations by a state licensed pesticide applicator, licensed in natural areas. The contractor shall adhere to all federal, state, and local regulations governing the application, transportation, storage, use, and disposal of products used in performance of this contract. The contractor shall, upon request, supply the Village of Estero with a copy of the Material Safety Data Sheet for each type of herbicide used.
- All herbicides shall contain a fluorescent non-toxic dye to allow for monitoring of herbicide dispersal.
- The contractor must apply herbicides in such a manner as to protect non-target organisms, the environment, and the public.
- Herbicides are not to be applied:

- Within 2 hours of rainfall (previous or eminent).
- If the vegetation is wet.
- In windy conditions.
- Any biomass resulting from cut stump treatments must not be placed or left on fence lines, fire lines, designated trails, railroad tracks, roadsides, on top of burrows or outside of the park boundary or within boundaries as described above.
- Damage to any existing infrastructure, including underground utility lines, private property, fences, berms, roads or buildings caused by contractor is the responsibility of the contractor to repair and not the Village of Estero.
- Contractor must ensure all on-site crew members know how to identify the FISC listed invasive exotics from the native vegetation, especially the grasses.
- All trash generated during the work will be removed from the site and properly disposed of offsite by the contractor.
- Contractor must have experience in successfully working in wetlands and mitigation areas.
- Prior to delivering staff and equipment, all vehicles, contractor gear/equipment will be washed and free of dirt, seeds or vegetation that could introduce exotics from other job sites onto the preserve. If vehicles travel off-site other than on paved roads, vehicles will need to be washed again before re-entering the preserve.
- Contractors enter the site at their own risk. Tree stumps, hurricane debris, changes in terrain and wet conditions may be encountered.
- All vehicles and equipment used while conducting treatments will have logos or printed paper on dashboards identifying the contracting firm and contact phone number.
- The Village of Estero will provide access to the property by unlocking gates during work hours.
- Vegetation may be hand pulled, foliar sprayed, basal barked or cut stump treated. Cut stump is the preferred method for woody species. Contractor must be aware of on-site conditions (e.g. water levels) when choosing herbicides to use on this project to prevent non-target death.
- Grass-specific herbicides and/or carefully selective backpack spraying shall be utilized in areas where exotic grasses are intermixed with a diversity of native herbaceous vegetation.
- Imazapyr shall not be used in pine or cypress areas.
- During the work, herbicide sheets must be submitted weekly to the project manager. These sheets must include the dates of treatment, herbicide and application rates, control methods (foliar, basal, cut stump, etc), target species, and acres treated.
- The contractor is responsible for ensuring herbicide use does not exceed the label rate.

Other Requirements and Provisions

Prior to commencement of this project, project manager must be notified of planned start date and estimated end date for work.

All herbicide treatment shall be at least 95% effective in preventing re-growth of target species with minimal non-target damage. If a 95% kill rate is not achieved within 45 days of the first

treatment, the contractor shall be responsible for re-treatment of the area at no expense to Lee County. The 45 days will start from the date the contractor notifies the project manager that the work is completed. If contractor does not notify project manager of the completion date, staff will start the 45 days from when they do a site visit and confirm unit has been completed. Project manager may not get to the site for a week or two after the crew has completed the work, so it is in the best interest of the contractor to confirm completion date via text, email or phone call.

Invoices will not be processed until the project manager signs off on effectiveness of treatment meeting 95% kill. Invoices can be submitted at the completion of the treatment. The contractor shall provide a project summary detailing: dates of treatments, solution mixture (herbicide/adjuvant/ surfactant) & percentage, total amount applied, species treated and acreage completed prior to invoice submittal.

No wildlife, including snakes, should be harmed or harassed. Gopher tortoise burrows are present on the preserve so use caution to not collapse burrows when encountered.

Utmost care and best management practices must be employed to ensure that non-target damage to these plants does not occur.

The Contractor shall be solely responsible for examining the project area identified on maps provided by the project manager to arrive at an accurate cost determination for the work involved during the time period of the year for which the work will occur. Contractor shall be responsible for determining the type and amount of equipment and labor necessary to complete the work in accordance with the specifications and contract time. Each payment shall be considered full compensation for all labor, equipment, tools, materials, disposal costs, mobilization, demobilization, and other items necessary and incidental to complete the specified work.

There will be no scheduled pre-bid site visit, but contractors are encouraged to inspect the management unit during a pre-bid inspection period. Access during this time will be provided through the access gate by a lock opened with combination code 2206. Once the project is awarded, the combination lock codes will be changed. Contractors will receive the updated combination to the lock when the project manager is notified of a project start date (by text, call, or email) at least 72-hours in advance (not counting weekends).

Project Time Frame

Bids for this project must be submitted no later than 2:00 PM on January 27, 2023 as directed within this bid package. The bids should include a grand total project cost. Project will be awarded to the lowest grand total project cost bid. A completed and detailed Invasive Plant Control Prescription Form is also required with each bid. The project will begin as soon as the contract is awarded by the Village of Estero.

End of Scope of Work and Specifications Section

VILLAGE OF ESTERO, FLORIDA VENDOR DISCLOSURE FORM

Project No.:	· · · · · · · · · · · · · · · · · · ·	
Project Name:		
Please check as ap	propriate:	
	I am the sole proprietor/o	owner. The company is not publicly held.
	The company is not publ The names and addresses interest is attached.	icly held. s of the owners having a greater than 5%
	The company is publicly The names and addresses interest is attached.	held. s of the owners having a greater than 5%
I do hereby certify attached is true and	-	ge and belief certify that the information above and
		Signed:
		Vendor
		Printed Name
		Company Name
		Date:

NAMES & ADDRESSES OF OWNERS

NOTE:	Please list individuals; the listing of a corporation(s) is NOT acceptable.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.:	PRC	OJECT NAME:
VILLAGE OF ESTERO	WILL NOT INTEN	NTIONALLY AWARD VILLAGE CONTRACTS TO AN
CONTRACTOR WHO CONSTITUTING A VIO	KNOWINGLY LATION OF THE	EMPLOYS UNAUTHORIZED ALIEN WORKER E EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S. E) OF THE IMMIGRATION AND NATIONALITY AC
UNAUTHORIZED ALIE BY THE RECIPIENT OF	NS A VIOLATION THE EMPLOYME	ER THE EMPLOYMENT BY ANY CONTRACTOR (N OF SECTION 274A(e) OF THE INA. SUCH VIOLATIO ENT PROVISIONS CONTAINED IN SECTION 274A(e) (NILATERAL CANCELLATION OF THE CONTRACT E
		RE FULLY COMPLIANT WITH ALL APPLICABI TO THE 1986 IMMIGRATION ACT AND SUBSEQUEN
Company Name:		
Signature	Title	Date
STATE OF		
20, by		knowledged before me thisday of who has produced
(Print or 7	Гуре Name)	
(Type of Identification an	as identificat d Number)	лиоп.
Notary Public Signature		
Printed Name of Notary P	ublic	<u> </u>
Notary Commission Num	ber/Expiration	_

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

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

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

a. Commercial General Liability - Coverage shall apply to premises and/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:

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 ensure 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.

(Print name of the public entity)
(Print name of the public entity)
Print individual's name and title)
Print name of entity submitting sworn statement)
,

(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:
 - 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), <u>Florida Statutes</u>, 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*.)

	rn statement, nor any officers, directors, executives, partners, ats who are active in management of an entity nor affiliate of
	eted of a public entity crime subsequent to July 1, 1989.
partners, shareholders, employees, member,	atement, or one or more of the officers, directors, executives, or agents who are active in management of the entity, or an h and convicted of a public entity crime subsequent to July 1,
partners, shareholders, employees, member, affiliate of the entity has been charged with an However, there has been subsequent proceeds Administrative Hearing and the Final Order of	tatement, or one or more of its officers, directors, executives, or agents who are active in management of the entity, or an ad convicted of a public entity crime subsequent to July 1, 1989. ing before a Hearing Officer of the State of Florida, Division of entered by the Hearing Officer determined that it was not in the his sworn statement on the convicted vendor list. (Attach a copy
PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 AND, THAT THIS FORM IS VALID THROUGH DIFILED. I ALSO UNDERSTAND THAT I AM REQU	HIS FORM TO THE CONTRACTING OFFICER FOR THE (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY ECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS UIRED TO INFORM THE PUBLIC ENTITY PRIOR TO THE THRESHOLD AMOUNT PROVIDED IN SECTION TWO OR ANY CHANGE IN THE INFORMATION
	(Signature)
STATE OFCOUNTY OF	(Date)
PERSONALLY APPEARED BEFORE ME, the	undersigned authority,
(Name of individual signing who, after first being sworn by me, affixed his/her sign , 202	
	(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]
	number] [Project name]
2.	This sworn statement is submitted by whose
	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
┿.	My name is and my relationship to the above is: [Please print name of individual signing]
	1
	<u> </u>
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.
	10 (1.10) (1.10) (1.10)
] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any nount)
alli	[] 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
Mil	llion 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
<u>or</u>	<u>contract renewal for \$1 Million or more)</u> [] 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.
г] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or
ma	ore)
	[] 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.

COUNT	TY OF	
e me this as who perso	day of	, 20, of
nent and there	by bind the Corporati	ion, and who is
NOTARY	PUBLIC, State of	
	e me this as , who perso ment and there	COUNTY OF day of as, who personally swore or affirmement and thereby bind the Corporat

VILLAGE OF ESTERO - BIDDERS CHECK LIST

	: Please read carefully and return with your response package. Please check off each of the following ressary action is completed:
	de Solicitation has been signed and with corporate seal (if applicable).
2. Th	ne Solicitation prices offered have been reviewed (if applicable).
3. Th	ne price extensions and totals have been checked (if applicable).
4. St	ubstantial and final completion days inserted (if applicable).
	ne original (must be manually signed) and 1 hard copy original and others as specified of the olicitation has been submitted.
	vo (2) identical sets of descriptive literature, brochures and/or data (if required) have been abmitted under separate cover.
<u>7</u> . Al	l modifications have been acknowledged in the space provided.
<u>8</u> . Al	l addendums issued, if any, have been acknowledged in the space provided.
9. Li	censes (if applicable) have been inserted.
	crasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
Certification In	The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit mmigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond d Check, Scrutinized Companies Certification.
13. A	ny Delivery information required is included.
14. Tl	he mailing envelope has been addressed to: Village of Estero 9401 Corkscrew Palms Circle #101 Estero, FL 33928
15. Tl	he mailing envelope MUST_be sealed and marked with: Solicitation Number Opening Date and/or Receiving Date
	the Solicitation will be mailed or delivered in time to be received no later than the specified ening 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: