

Proposal No.: RFP 2021-01

PROJECT NO.: RFP 2021-01

DUE DATE: July 2, 2021

AND TIME: 12:00 PM

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

Please submit your response electronically to me via email at the following address:

franceschini@estero-fl.gov

REQUEST FOR PROPOSALS

TITLE:

STATE LEGISLATIVE & EXECUTIVE BRANCH
LOBBYING SERVICES

Advertised Date: June 3, 2021

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 PROPOSERS

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

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

1. SUBMISSION OF PROPOSAL:

- a. Proposals must be emailed in a PDF format with a cover sheet which includes the following information:
 1. The words “Sealed Proposal”.
 2. Name of the firm submitting the Proposal.
 3. Title of the Proposal.
 4. Proposal Number.
 5. Proposal Due Date.
 6. Contact e-mail and telephone number.
- b. The proposal must be submitted electronically as follows:
 1. The Village’s Proposal Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
 2. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your proposal (i.e., required submittals, literature, technical data, financial statements).
 3. Warranties and guarantees against defective materials and workmanship (if applicable).
 4. Provide all submission documents (do not lock any files) – as one single Adobe PDF file. Please limit the color and number of images to avoid unmanageable file sizes. Attach the file to your email response; in a size that is easily forwarded via email.
- c. **RESPONSES RECEIVED LATE:** The delivery of Proposal package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Proposer. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject a late Proposal when the lateness is due to matters beyond the control of any third party delivery service. Late Proposals may be returned to the Proposer with the notation: “This Proposal was received after the specified deadline time”. All references to date and time herein reference Estero, FL local time.
- d. **VILLAGE RESERVES THE RIGHT:** The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

- e. EXECUTION OF SOLICITATION: All responses must contain the signature of an authorized representative of the 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 proposals will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. ADDITIONS/REVISIONS/DELETIONS: Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation shall remain the property of the Proposer 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 Proposer.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposer'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

Proposers shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

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

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

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Proposers 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 proposer for the preparation of these specifications.

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

6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded proposer 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 proposer 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 proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

9. TIEBREAKER

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

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

10. AUDITABLE RECORDS

The selected Proposer will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Proposer will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Proposer to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Proposer's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Proposer will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Proposer will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Proposer's responsibility to ensure that all required records are provided at the Proposer's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

11. TERMINATION

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

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 PROPOSAL

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 proposal. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Notwithstanding the 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. Proposers are solely responsible to check for information regarding the solicitation. www.estero-fl.gov/

In order to preserve your right to protest, an aggrieved proposer 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 proposal or potential proposal 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 proposer (“protestor”) will also be required to post a “Protest Bond” and file a written “Formal Protest” document within 10 calendar days after the “Notice of Intent to File a Protest”. A Protest Bond shall be in the form of a certified check, cashier’s check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protestor’s proposal, or in the amount not less than five percent (5%) of the lower responsive proposal 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 proposers 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 proposal 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 proposers participate.

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

21. QUALITY GUARANTEE/WARRANTY

Proposer 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 Request for Proposals may be subject to negotiations between the Village and the successful Proposer.

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

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

23. AGREEMENT FORTHCOMING

The awarded Proposer 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 Proposer.

24. MISCELLANEOUS

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

End of Terms & Conditions Section

SPECIAL CONDITIONS

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

SELECTION PROCESS

The Selection Committee shall make a recommendation to the Village of Estero Council. In the event the Council would like further deliberation, one or more respondent(s) may be required to provide presentation(s) to the Council. Respondents should be prepared to make presentations in front of the Council upon request as well as to answer questions posed by the Council related to their RFP submission. The final choice of firm(s) will be at the sole discretion of the Village of Estero Council.

SUB-CONTRACTORS

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

TERM OF AWARD

The Village intends to contract with one (1) qualified firm to represent the Village's interests before the Florida Legislature and the Executive Branch of the State government. If awarded, the terms of this solicitation shall be in effect for one year. The Village reserves the right to renew this Agreement (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to three additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

End of Special Conditions

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
STATE LEGISLATIVE & EXECUTIVE BRANCH LOBBYING SERVICES

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: _____

PLEASE PROVIDE A COST PROPOSAL FOR ALL SERVICES AND EXPENSES NECESSARY FOR THE PROJECT AS A FLAT MONTHLY RATE.

FLAT MONTHLY RATE: \$ _____

X 12

= \$ _____ ANNUAL TOTAL COST

ATTACH SEPARATELY:

HOURLY RATES/ADDITIONAL SERVICES/TRAVEL: HOURLY FEES FOR PROPOSED TEAM MEMBERS, EXPENSE REIMBURSEMENT AND RELATED ADDITIONAL COSTS SHOULD BE INCLUDED FOR INFORMATION PURPOSES ONLY, AS THESE MAY BE USED TO NEGOTIATE ADDITIONAL SERVICES OUTSIDE THE SCOPE OF SERVICES SHOULD THE NEED ARISE. HOURLY RATE, ADDITIONAL SERVICES AND TRAVEL ARE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT BE USED IN THE EVALUATION CALCULATION.

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

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

Are there any modifications to the proposal or specifications:

YES _____ NO _____

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

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE NO.: _____

E-MAIL ADDRESS: _____

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR PROPOSAL
FOR
STATE LEGISLATIVE & EXECUTIVE BRANCH LOBBYING SERVICES

GENERAL SCOPE OF PROJECT

The Village of Estero is requesting Qualification Statements from interested and qualified firms to represent the Village's interests before the Florida Legislature and the Executive Branch of the State government. This RFP is issued by the Village to provide potential Firms with information, guidelines and rules to prepare and submit a proposal. The submittal must satisfy all criteria established in this RFP to qualify for evaluation.

VILLAGE BACKGROUND INFORMATION

Estero is located on the southwest Florida coast, in Lee County. Incorporated on December 31, 2014, the first Village Council was elected and took office on March 17, 2015. The Village, with a population of 30,500 full-time residents, prides itself on its interested and involved citizens, small town sense of community, high design standards and quality of life. The peak population (including seasonal residents) is over 46,000 and is expected to grow to over 73,000 by 2035. The demographic profile is older with a median age of 61. However, there is a growing population of school-aged children as well.

Located within the Village are 38 gated residential communities, two large regional lifestyle centers (Coconut Point and Miromar), Hertz Arena, Hertz Corporate headquarters, a State park and a large community park.

The Village has thousands of acres of public and private natural areas that are protected as State parks, public lands or private preserve areas. These areas offer tremendous ecological, environmental, recreational and community benefits to the Village.

SCOPE OF SERVICES

The selected firm will provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all matters contained within the Village's State legislative agenda, assigned executive branch projects, and other issues or projects of the Village as assigned by the Village Manager and/or his designee.

Areas of responsibility to achieve such representation include the following:

1. Help develop an annual legislative agenda that clearly and concisely communicates the Village's:
 - a. Objectives for funding allocations, grants and local projects;
 - b. Position on legislation that pre-empts home rule;
 - c. Position on specific issues of local interest that are under debate in committees.
2. Consult with the Village on specific strategies to effectively:
 - a. Promote the Village's agenda to members of the Legislature, the Governor and Cabinet members, executive departments, agencies, offices, commissions and other governmental units of the State of Florida;

- b. Maximize the Village's use of State programs and allocations.
3. Implement these strategies by:
 - a. Attending legislative committee meetings, briefings and hearings during Session and interim committee weeks;
 - b. Regularly briefing Village staff and Council members;
 - i. Identifying opportunities for the Village to appear before committees, participate in hearings and submit comments;
 - c. Arranging meetings if needed in Tallahassee among Village staff and Council members and legislative committee members and State agency staff.
 4. Monitor, review and comment on the:
 - a. Progress of Village bills, amendments, applications and proposals;
 - b. Filing of new bills with the potential to affect issues important to the Village and updating the Village's legislative agenda, its objectives and communication strategies if needed;
 - c. Proposed changes to funding formulas or allocations and agency proposals, administrative rules and regulations.
 5. Take the lead on drafting all letters, briefing sheets and other written communication materials used to promote the Village's agenda.
 6. Be readily available during any Regular, Extended or Special Session to monitor and interpret, obtain documentation and research materials, and prepare responses.
 7. Secure sponsorship of bills and/or amendments needed to further the Village's legislative agenda.
 8. Prepare and submit written reports during Session and interim committee weeks regarding progress on the Village agenda and objectives. These will include:
 - a. Weekly reports on activities directly related to the agenda's specific funding, home rule and issues objectives. NOTE: This will focus on the activities of the consultant that specifically relate to the Village's agenda and objectives, not on the routine news of what legislative committees did.
 - b. These reports will be distributed to the Village prior to a weekly phone conference with key staff to discuss progress toward the agenda items and emerging issues;
 - c. An end-of-session report that summarizes the Village's success in accomplishing its agenda objectives. This should include project/issue analysis of each agenda item and its objectives, with a quantifiable assessment of the benefit/loss to the Village for specific allocations, grants and costs of operation because of new unfunded mandates.
 9. Provide monthly invoice with reasonably detailed time and appointment report.
 10. Attend Village Council meetings and make presentations when requested by the Village Manager or his designee.
 11. Coordinate all efforts with the Village Manager or designee to ensure consistent advocacy of Village priorities and projects; communicate through the Mayor or designated Council Liaison.
 12. Comply with all State requirements for ethics and accountability in lobbying activities.

End of Scope of Services

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Manager, substantially unreliable their proposal may be rejected.

Submit the proposal electronically in a PDF as directed within this document. Limit the color and number of images to avoid unmanageable file sizes.

Introduction – to include the following:

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Qualifications of Company/Executive Summary – to include the following:

Provide a description of your Company; experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc.

A transmittal letter signed by an authorized officer of your company that briefly states the proposer's understanding of the work to be done; a statement addressing why the firm believes it is the best qualified to perform the work; and an affirmative indication that the firm and all assigned professional staff possess all licenses, registrations and certifications required to provide the requested services in the State of Florida and Lee County.

The Executive Summary should not exceed two (2) pages. The Executive Summary should include a brief description of your understanding of the role and key responsibilities of the Vendor in the performance of State Legislative and Executive Branch Lobbying Services.

A summary of firm qualifications and experience to include:

- a) number of years of experience in providing the required services and the total number of employees of the firm including the number of staff in the local office;
- b) a list of government and private clients your firm has on contract through FY 2021, with a description of any potential conflicts of interest between the Village and your firm's other clients; and
- c) a description of all business related claims, arbitrations, administrative hearings, and lawsuits that are pending or were filed during the last three (3) years by or against the firm or its members, predecessor organization(s), or any wholly owned subsidiary (including but not limited to those claims, arbitrations, administrative hearings and lawsuits that allege negligence, error, or omission, default, termination, suspension, failure to perform, or improper performance contract or legal duty).

Provide evidence of your company's financial stability and demonstrate sufficient financial resources to provide the requested services.

TAB 2: Company Relevant Experience & References – to include the following:

Provide details of a minimum of three (3) projects of similar engagements to that being requested through this solicitation that your Company has completed within the last five years that demonstrate the experience of the company and team that will be assigned to provide the services as required by this Project. Note: The three (3) project contacts provided will also serve as your References for this project. Details for each project example provided should include:

- Client Name
- Address
- Client Contact Information
- Point of contact Name, Phone, and Email
- Brief description of work provided
- Total costs of services

Provide a statement of understanding that your Company recognizes the Village reserves the right to evaluate the proposing Company on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Plan of Approach & Personnel – to include the following:

Plan of Approach

Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

Demonstrate the approach for the work required, to include at a minimum:

- a) Staffing and manpower requirements;
- b) Proposed schedules;
- c) Performance benchmarks and plans;
- d) Proposed methods of tracking and analyzing state legislation;

- e) Development of an annual state legislative agenda;
- f) Plan for identifying activities and issues of potential interest to the Village and proactively communicating with Staff and Councilmembers through a single point of contact;
- g) How the firm would enhance the Village's financial position by avoiding unfunded mandates and obtaining appropriations, grants, program funding, etc.; and
- h) The firm's proposed methods for facilitating effective relationship building between Village and state officials.

Personnel

Provide a detailed description of the firm's specific project management team that will be assigned to the Village contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

Demonstrate that you are able to satisfy all the requirements for personnel and equipment as set forth in this RFP. Individual names of personnel are not required. Provide a list of the other similar contracts the proposer currently has ongoing stating the proposer's current workload relevant to the key personnel proposed.

Provide a detailed Organizational Chart that shows the key personnel, including the Project Director, and the office/offices and location from which they will be anticipated to provide service to the Village.

A summary of the proposed lobbying team's qualifications, including:

- a) A list of the personnel to be used on this project together with resumes including education, experience, and any other pertinent information; and
- b) A comprehensive summary of the experience and qualifications of the proposed Project Manager(s) for this contract.
- c) "State Lobbying Issues"- on form Attachment A, please indicate each subject area in which the firm has expertise by noting the proposed team member who has experience with the issue. Leave blank those issues which your proposed team does not typically address.

Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.

Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Village contract, as described above, shall not be substituted without the expressed permission of the Village.

Provide resumes of proposed specific project management team to be assigned to the Village contract. Resumes should be limited to one (1) page per person.

TAB 4: Price Scoring – to include the following:

Please provide a Cost Proposal for all services and expenses necessary for the Project as a flat monthly rate multiplied by 12 months to show an annual amount. The Proposer with the lowest Price Proposal will be awarded the maximum score listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00/\$160,000.00 = .9375 \times 25 = 23.4$ points.

Hourly rates/Additional Services/Travel: Hourly fees for proposed team members, expense reimbursement and related additional costs should be included for information purposes only, as these may be used to negotiate additional services outside the Scope of Services should the need arise.

Points will be assigned as listed below based on the information provided in the Proposal Response. Point score totals will be an average of the points assigned by each committee member with a total maximum score of 100 points (for example, if a firm receives a total of 240 points from three committee members, 240 will be divided by 3 for an average of 80 which would be that firm's point score total).

SCORING CRITERIA & WEIGHT

Criteria 1 – Qualifications of Company (Tab 1) – Maximum Points Available: 35

Criteria 2 – Company Relevant Experience & References (Tab 2) – Maximum Points Available: 10

Criteria 3 – Plan of Approach & Personnel (Tab 3) – Maximum Points Available: 30

Criteria 4 – Price Scoring (Tab 4) – Maximum Points Available: 25

Total Available Points: 100

Note: Additional details and documents found within the submittal package, although not located within tabs as listed above, may be reviewed and considered by the Evaluation Committee when scoring Proposers.

ANCILLARY SERVICES

At its sole option and discretion, the Village may choose to discuss engaging the awarded Proposer to provide lobbying services at the Local (Lee County) and/or Federal levels of government. If your firm offers these services, please discuss your capabilities in an Appendix to your Proposal response. Include your hourly rates, travel, etc. for both Local and Federal Work as part of your response within the Appendix. This is for informational purposes only and will not be used in the evaluation calculation.

ATTACHMENT A – STATE LOBBYING ISSUES

<u>Topic</u>	<u>Team Member</u>	<u>Years of Experience</u>
Finance and Taxation	_____	_____
Environmental Issues/Permitting	_____	_____
Transportation Issues/Funding	_____	_____
Transit Issues/Funding	_____	_____
Human Services Issues/Funding	_____	_____
Economic Development	_____	_____
Criminal/Juvenile Justice Issues	_____	_____
Community Development/Growth Mgt.	_____	_____
Public Works Issues/Project Funding	_____	_____
Home Rule Authority	_____	_____
Tourism Issues	_____	_____
Human Resources/Employee Benefits/ FRS	_____	_____
Health Care Access/Medicaid	_____	_____
Unfunded Mandate Avoidance	_____	_____
Emergency Mgt./Disaster Mitigation	_____	_____
Solid Waste/Recycling/Waste to Energy	_____	_____
Court Issues/Funding	_____	_____
Libraries Funding	_____	_____
Parks and Recreation Issues/Funding	_____	_____
Water Quality Issues	_____	_____
Local Bills	_____	_____

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: _____

Project Name: _____

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name _____

Company Name: _____

Date: _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 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.

VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Minimum Insurance Requirements: *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:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 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:

- \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 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:

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

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

- \$1,000,000 combined single limit (CSL) of BI and PD

*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 for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

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

b. *“Village of Estero, a municipal corporation of the State of 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 United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

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

(NOTARY PUBLIC)

My Commission Expires: _____

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal _____, for _____, **Project or contract number** [Project name]
2. This sworn statement is submitted by _____ whose **[Name of entity submitting sworn statement]** business address is _____.
3. Federal Employer Identification Number (FEIN) is _____ (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
4. My name is _____ and my relationship to the above is: **[Please print name of individual signing]**

5. Based on information and belief, the certification, which I have marked below, is true in relation to the entity submitting this sworn statement as required by §287.135, Florida Statutes.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

[] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.

[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

[] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

[] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

[] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____,
by _____ as _____ of _____,
who personally swore or affirmed
that he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____
as identification.

NOTARY PUBLIC, State of _____

(stamp)

VILLAGE OF ESTERO - 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:

