

Proposal No.: RFP 2022-02

PROJECT NO.: RFP 2022-02

DUE DATE: March 25, 2022

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: March 25, 2022 at 2:00 p.m. **There will be no public opening. Please submit your response electronically to me via email at the following address: franceschini@estero-fl.gov**

REQUEST FOR PROPOSALS

TITLE:
VILLAGE ATTORNEY SERVICES
Advertised Date: March 1, 2022

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 serve as the Village Attorney of record. If awarded, the terms of this solicitation shall be in effect for one (1) 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 four (4) 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
VILLAGE ATTORNEY 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: _____

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
VILLAGE ATTORNEY SERVICES

GENERAL SCOPE OF PROJECT

The Village of Estero is requesting Qualification Statements from interested, qualified, and experienced law firms to provide Village Attorney Services to the Village of Estero. 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

The Village is seeking a knowledgeable, well-qualified, licensed Firm, experienced in city/village, county, local and state government law for the provision of legal services as Village Attorney for the Village of Estero, Florida.

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.

The Village prides itself on operating under the “Government-Lite” approach to governing; the goal of which is to deliver high quality government at an affordable rate. Thus far, this goal has manifested itself through the reduction of taxes (four consecutive years, with a constant rate held for FY 20-21) and the development of a substantial operating reserve (now at 12 months of operating reserves).

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 Firm will be required to provide Village Attorney services to the Village of Estero.

Responsibilities include, but are not limited to:

1. The Firm is required to be knowledgeable in a variety of legal areas including, but not limited to, the following areas listed below, and other areas as described in this RFP:
 - a. Administrative matters and proceedings;
 - b. Village Charter and Village Code of Ordinances issues;
 - c. Code Enforcement;

- d. Contract Law;
 - e. Drafting and reviewing Ordinances and Resolutions;
 - f. Federal, state, and Village of Estero ethics laws;
 - g. Constitutional Law;
 - h. State of Florida Law;
 - i. Other Federal, State and Village of Estero laws;
 - j. Land Use and Zoning;
 - k. Litigation in State and Federal Courts;
 - l. Municipal leases and agreements;
 - m. Public Records and Sunshine Law matters.
2. Attendance at all meetings of the Village Council and select boards and agencies.
 - a. The Village Attorney will represent the Council at each of its meetings, provide appropriate legal advice and written opinions as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings.
 - b. The Village Attorney will attend Village Council Workshop sessions as needed.
 - c. The Village Attorney will attend Planning, Zoning and Design Board meetings and represent the Board.
 - d. The Village Attorney will attend Planning, Zoning and Design Board Workshop sessions as needed.
 - e. The Village Attorney will attend Village Committee meetings and/or other meetings as requested by the Village Council or the Village Manager when items under consideration warrant legal guidance.
 3. The Village Attorney will maintain an office in Village Hall (the Village will provide office space). The number of office hours per week will be negotiated with the selected Firm.
 4. The Village Attorney will draft and review ordinances, Charter amendments, resolutions, contract documents, and correspondence; assist in review and preparation of agenda items for meetings; provide legal consultation on some Village insurance matters; provide legal advice and written opinions to the Village Council and Village Manager upon request on matters related to their official duties; perform all duties and functions imposed by general and special laws upon Village attorneys; prepare or review and approve deeds, and other legal instruments affecting or pertaining to the Village or in which the Village is a party. Monitor the performance of any duties assigned to other counsel provided there is no conflict.
 5. The Village Attorney will prosecute and defend the Village as to all civil complaints, lawsuits, and controversies in which the Village is a party. Specifically, the Village Attorney is responsible for prosecuting and defending the Village in civil actions when no counsel is provided by liability insurance or when the Village's exposure exceeds its insurance coverage. The Village Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the Village, provided that any such representation does not give rise to a prohibited conflict of interest or the appearance of a conflict.
 6. As requested, the Village Attorney will provide Village Council and the Village Manager with assistance and legal counsel relating to the acquisition, lease or sale of real property, and in the review and preparation of deeds, easements, title searches and various real estate documents.
 7. As requested, review Requests for Bid, Requests for Proposals, Requests for Qualifications, procurement documents, and respond to protests or questions in accordance with law.

8. The Village may assign legal matters to other attorneys or Law Firms when the Village Council, Mayor, or Village Manager deem it to be in the Village's best interest, including matters involving conflicts of interest for the Firm or special legal matters requiring a particular legal specialty. Work cooperatively with other counsel retained by the Village for special projects. Coordinate with other counsel as necessary, to assure proper management of legal issues, and proper coordination and transition of legal information among counsel.

9. The Village Attorney will perform other legal research and provide legal advice as requested by the Village Council and the Village Manager and will stay abreast of new and proposed state and federal legislation affecting the Village.

10. The Village Attorney must comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

11. The Village Attorney will provide periodic status reports as requested by Village Council and the Village Manager, including a quarterly litigation report.

12. Performance of professional duties and functions as may be required by ordinance or resolution of the Village Council.

13. Provide legal services for such matters not covered by the paragraphs above, but which necessitate legal advice or representation by the Village Attorney, as determined by the Village Council.

End of Scope of Services

MINIMUM QUALIFICATIONS AND EXPERIENCE

To be eligible to respond to this solicitation, the Firm must demonstrate that it has sufficient capabilities, resources, and experience to provide the services as listed herein. Any Firm who fails to meet all of the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

1. Licensing Requirements. To be considered a responsible and responsive Proposer for the Scope of Work set forth herein, the Firm must possess the following:
 - a. The Firm must be licensed to do business in the State of Florida. Please submit a Sunbiz report with the Firm registered as active.
 - b. All Firm attorneys must be in good standing with the Florida Bar.
 - c. All Firm attorneys must be properly registered to practice their profession and licensed to engage in the practice of law in the State of Florida at the time of proposal submission. The Firm must submit copies of the requisite Licenses for the primary Village Attorney and primary back-up attorney.
2. Experience Requirements.
 - a. Immediately preceding the time of appointment, the Firm must possess a minimum of five (5) years' experience practicing law in the courts of the State of Florida, of which a minimum of three (3) years consists of practice in the area of municipal. Submit proof of this experience with your proposal response as directed herein.
 - b. Experience providing legal services to local governments in the areas listed within this RFP. Submit proof of this experience with your proposal response as directed herein.

- c. Experience representing local governments as well as experience in coordinating and managing the work of other Law Firms retained for areas of specialized expertise. Submit proof of this experience with your proposal response as directed herein.

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?
- The information requested under "Minimum Qualifications and Experience".
- The number of hours the primary Village Attorney will be in the Village Hall office. Also provide the address of any other location(s) the Firm will utilize to provide legal services to the Village.

NOTE: Unless otherwise specified, there is a 50-page maximum for the information below.

TAB 1: Qualifications and Experience of the Firm – to include the following:

1. Describe the Firm, the areas of practice, number of attorneys, years in operation, experience in the practice of Florida municipal law, and other background or experience which may be helpful in evaluating your proposal.
2. 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.

3. Identify the specific experience of the Firm in specialized areas, including but not limited to municipal issues – including parliamentary procedures, open meetings, Freedom of Information Act (FOIA), Government in the Sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, Building Code, personnel, and any additional legal areas that will identify the focus of the Firm.
4. Provide a list and description of Firm ownership and principal office location.
5. Provide a list of all judgments or lawsuits against the Firm or each Firm attorney to be assigned to provide services, including the nature of each judgment or lawsuit and its resolution.
6. Provide a list of all lobbyist(s) employed by the Firm, and the local agencies, entities, and general areas before which, and in which, they lobby.
7. List any clients currently represented by the Firm that could cause a conflict of interest with responsibilities to the Village. Describe how the Firm will resolve these and any future conflicts of interest.
8. Name and biographical sketch of the attorney who will be assigned as Village Attorney for the Village of Estero. Also, the names and resumes of other attorneys who will assist and attend any of the Village Council meetings or other meetings, to include the following:
 - Whether a member is in good standing of the Florida Bar, and if so, identify the date of admission.
 - If a member in good standing of other bars, identify state and date of admission.
 - The area of practice concentration relative to the area of service required by the Village, including experience in municipal law.
 - Please state as to each attorney that is certified in city, county, and local government law by the Florida Bar.
 - Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

TAB 2: Qualifications/Experience of Proposed Staff – to include the following:

1. Designate the primary attorney to be assigned as Village Attorney and describe the amount of time this attorney will devote to the Village of Estero.
2. Designate the primary back up attorney to be assigned and describe when the services of the primary back up attorney will be used to provide services to the Village of Estero.
3. Provide information as to each of the individual attorney's experience in representing local government entities. That is, identify all current (and for the past 5 years) municipal, county, or other governmental agencies for which the Firm has provided legal counsel or advice and the relationship between the Law Firm and each individual attorney, and the identified entity.
4. Identify the specific experience of the Firm in all phases of Florida land use law. Identify the specific experience of the Firm in specialized areas, including but not limited to, municipal issues including parliamentary procedures, open meetings, FOIA, Government in the Sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, Building Code, personnel, and any additional legal areas that will identify the focus of the Firm.

5. Name and resume of the attorney who will be assigned as Village Attorney for the Village of Estero. Also, the name and resume of the primary back-up attorney who will assist and attend any of the Village Council meetings or other meetings, to include the following:
 - Whether a member is in good standing of the Florida Bar, and if so, identify the date of admission.
 - The area of practice concentration relative to the area of service required by the Village, including experience in municipal law.
 - Please state as to each attorney that is certified in city, county, and local government law by the Florida Bar.
 - Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

TAB 3: References – to include the following:

Provide a minimum of three (3) references of governmental agencies to which your Firm has provided the legal services as detailed within this RFP. References must be representatives of Florida jurisdictions to which the Firm is currently providing, or has provided, services within the last five (5) years.

TAB 4: Methodology and Approach to Providing Legal Services to the Village of Estero – to include the following:

1. 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.
2. Provide a description of the Firm's approach that will be used and the manner in which the Respondent proposes to provide legal services to the Village, including but not limited to, objectives, scope, methodology, after hours availability, etc. Describe how the Firm and the primary Village Attorney would structure the working relationship between the Village Attorney's Office, the Village Council and the Village Manager's Office.
3. Provide a description of the Firm's approach towards providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within an established budget.
4. Provide a description of the Firm's approach to conflict resolution.
5. Describe the Firm's experience with the Florida Code of Ethics for Public Officers and Employees, and ethics generally.
6. Describe the approach to transition legal services from the current Firm, include legal strategy implications and objectives and financial implications.
7. Discuss whether or not it will be necessary to engage outside counsel in the areas of labor and employment law, pension matters, and bond counsel. Describe the Firm's preferred approach in these areas of expertise. Describe any other areas of expertise where the use of special outside counsel is anticipated.

TAB 5: Price Scoring – to include the following:

Please provide a Cost Proposal as follows. Hourly fees for all work (no retainer/fixed fee). Please specify the dollar amount of hourly fees and costs the firm will charge for providing legal services to the Village. For the hourly fees portion of the proposal, the firm should identify the hourly rate of the person to be designated as the Village Attorney and the hourly rate of each back-up attorney and support personnel, such as paralegals. Identify the minimum increment of time billed for each service (for example, telephone calls, correspondence, conferences, etc.). The Village seeks billing increments of one-tenth of an hour or greater. If there are any services routinely performed at no cost, list those services.

NOTE: The Village will not be charged for travel time to and from the Village, or any travel related fees or expenses to and from the Village (i.e., tolls, mileage, airfare, etc.).

SCORING CRITERIA & WEIGHT

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).

Criteria 1 – Qualifications and Experience of the Firm (Tab 1) – Maximum Points Available: 25

Criteria 2 – Qualifications/Experience of Proposed Staff (Tab 2) – Maximum Points Available: 25

Criteria 3 – References (Tab 3) – Maximum Points Available: 5

Criteria 4 – Methodology and Approach (Tab 4) – Maximum Points Available: 20

Criteria 5 – Price Scoring (Tab 5) – 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.

THE FOLLOWING IS THE REFERENCE QUESTIONNAIRE THAT WILL BE USED BY THE VILLAGE OF ESTERO TO VERIFY AND EVALUATE THE REFERENCES PROVIDED. IT IS PROVIDED FOR PROPOSER INFORMATION ONLY.

REFERENCE QUESTIONNAIRE

NAME OF FIRM: _____

Has this firm provided Legal Services to your entity within the last 5 years?

Yes _____ No _____

How long have they provided these services for your entity?

Please provide the name of the primary attorney servicing your entity.

Please rate the overall performance and management ability of the primary attorney.

Excellent _____ Satisfactory _____ Poor _____

Please rate how well the primary attorney coordinated with your governing body (Board, Council, etc.) and Staff.

Excellent _____ Satisfactory _____ Poor _____

Did the firm have the proper and appropriate resources to service your entity?

Yes _____ No _____

Please rate the quality of the Backup Primary Attorney and the Office Staff.

Excellent _____ Satisfactory _____ Poor _____

Were there any conflicts, disputes, or other problems?

Yes _____ No _____

If yes, were they reported early and were they managed well? Were you satisfied that the resolution was fair to both parties?

Yes _____ No _____

How would you rate the firm's response time to your requests?

Excellent _____ Satisfactory _____ Poor _____

Would you recommend contracting with this firm?

Yes _____ No _____ If No, please explain: _____

Additional comments:

Your Name & Title: _____

Date: _____

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:

