

Proposal No.: RFP 2023-01

PROJECT NO.: RFP 2023-01

DUE DATE: February 22, 2023

AND TIME: 2:00 PM

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

As stated above, the due date and time for responses is: February 22, 2023 at 2:00 p.m. **There will be no public opening. Please submit your response electronically to me via email at the following address: [franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)**

# REQUEST FOR PROPOSALS

TITLE:  
DISASTER MANAGEMENT SERVICES  
Advertised Date: February 1, 2023

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS  
9401 CORKSCREW PALMS CIRCLE #101  
ESTERO, FL 33928

VILLAGE CONTACT:  
BOB FRANCESCHINI, C.P.M., CPPB  
PHONE NO.: 239-319-2821  
EMAIL: [franceschini@estero-fl.gov](mailto: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](mailto:accountspayable@estero-fl.gov)

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

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

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

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

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

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](http://www.estero-fl.gov) . It is solely the firm’s responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

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



16. SUBCONTRACTORS AND SUBCONSULTANTS

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

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/](http://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 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; but reserves the right to award contracts to multiple firms. 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

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

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

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

1. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective

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

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

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

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

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

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

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

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

### 4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### 5. ENERGY POLICY AND CONSERVATION ACT

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

#### 6. SUSPENSION AND DEBARMENT

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

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

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

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

#### 7. BYRD ANTI-LOBBYING AMENDMENT

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

#### 8. RECORDS

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

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

## 9. RECOVERED MATERIALS

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

## 10. REMEDIES

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

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

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

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

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

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

End of Supplementary Conditions



VILLAGE OF ESTERO, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
DISASTER MANAGEMENT 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  
DISASTER MANAGEMENT SERVICES

### GENERAL SCOPE OF PROJECT

The Village of Estero is requesting Qualification Statements to provide the Village with services designed to help maximize FEMA funding, expedite the process, and retain funds during project closeout and audit. The initial focus of the work performed by the awarded proposer will be mitigation; however, it is the Village's intent to expand the Scope of work under this proposal to include debris.

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.

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 22-23) 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.

### PROJECT GOALS

- Assurance that the public health and safety are well guarded.
- Assurance of full compliance of all Federal, State and Local Laws.
- Assurance that the Village will receive the maximum available funds entitled to by regulation.
- Development of Hazard Mitigation measures to minimize the impact of future disasters and making the facilities disaster resistant.
- High quality service and value to the taxpayers of the Village.

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

## QUALIFICATION AND SELECTION PROCESS

The Village will receive Qualification Statements from potential Vendors in response to the Request for Proposals included in this RFP. Please see below for additional detail regarding the content of your Qualification Statement.

## SELECTION CRITERIA

RFP responses will be analyzed. The Village will not use a scoring system in which precise weights are given to the various criteria. See Proposal Evaluation Criteria (below) for more details. The Village may interview selected firms and may require selected firm(s) to participate in onsite or web-based interviews/demonstrations.

## SCOPE OF SERVICES

The awarded proposer will provide the Village with services designed to help maximize FEMA funding, expedite the process and retain funds during project closeout and audit. The following bullets present the services that are available under this engagement. As stated above, the initial focus of the work performed by the awarded proposer will be mitigation; however, it is the Village's intent to expand the Scope of work under this proposal to include debris.

### Grant Management Tasks:

- Provide general grant management advice.
- Coordinate Village staff's grant reimbursement process.
- Grant portal input, document development and management.
- Assist in the development of a disaster-recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster-recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Assist in the development of mitigation proposals under Sections 404 and 406 of the Stafford Act.
- Help coordinate Requests for Time Extensions.
- Provide other grant assistance as requested.

### Eligibility Tasks:

- Review eligibility issues, and work with the Village to develop justifications for presentations to FEMA and the State.
- Attend meetings with the County, State and FEMA to negotiate individual Project Worksheets as needed.
- Assist the Village with compiling and summarizing Category A through G (as requested and applicable) costs for presentation to FEMA and State.
- Assist the Village with preparing Project Worksheets for small and large projects.
- Assist in determining if any eligible damages have not been quantified and presented to inspectors/Project Officers.
- Work with the Village to resolve any disputes that may arise.
- Address issues related to inter-agency funding conflicts.
- If the Village disagrees with FEMA determinations, assist to strategize and write appeals.
- When the Village has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA.

Allowability Tasks:

- Assist Village in developing approach to filing and tracking costs.
- Review contracts and purchasing documentation.
- Review documentation prepared to date.
- Assist in capturing and summarizing eligible costs.

Engagement Management Tasks:

- Prepare program management plan.
- Prepare Flash Reports.
- Attend status meetings.
- Prepare invoices and supporting documentation.

Additional Tasks – Including but not limited to:

- Support for other grant programs such as the Infrastructure Investment and Job Act (IIJA) program and other future grant programs.
- Hazard mitigation planning and project grant management.
- Flood mitigation planning; including expertise in the National Flood Insurance Program's Community Rating System (CRS).
- Applying for funding of eligible activities under the following programs: Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC), Flood Mitigation Assistance Grant Program (FMA).

## PROPOSAL EVALUATION CRITERIA

The Village will evaluate proposal responses to RFP 2023-01 based on the following criteria:

- Qualifications and Experience.
- Project Approach.
- Cost Proposal.
- Financial Ability

## SUBMISSION REQUIREMENTS

Prospective consultants are instructed to respond to the RFP with information as outlined below. Consultants are advised to be concise in their responses and attach only relevant information.

All submittals should include:

1. **Company Information.**  
Title Page providing the Solicitation # and title; the firm's name; the name, email address, physical address, and telephone number of the primary contact person; and the date of the proposal. The name, address, phone number, organizational structure, and number of professional staff and their specialties that will be assigned to work on this project (including subcontractors, if any). Location of the firm's offices where the various aspects of the work will be performed. Resume of project manager, and the names and resumes of other key staff that will be working on this project.
2. **Transmittal Letter.**  
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/Village of Estero.

3. Qualifications/Experience Summary.

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 2024, with a description of any potential conflicts of interest between the Village of Estero 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).

4. Project Approach/Financial Ability/Cost Proposal.

Please provide the following:

- Demonstrate the approach for the work required, in meeting the goals and requirements of this consulting contract arrangement.
- Provide evidence of your company's financial stability and demonstrate sufficient financial resources to provide the requested services.
- Provide a Cost Proposal for all services and expenses necessary for the Project. The Village envisions contracting with a firm that will be capable of performing pre-storm services on an annual basis as well as post-storm services on an as-needed basis (please refer to Scope of Services). Therefore, your Cost Proposal should include pricing for the suite of specified services from both pre-and post-event perspectives – with an explanation of how fees will be billed both annually and as-needed. Your Cost Proposal must be structured in such a way that maximum FEMA reimbursement for services rendered may be obtained when eligible. NOTE: Initially, mitigation will be the focus of the work with the intent to eventually incorporate debris. Your Cost Proposal should cover both categories of work.

5. Proposed Team's Qualifications.

A summary of the proposed 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.

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)

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

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

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

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

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF ESTERO - 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:

\_\_\_\_\_  
\_\_\_\_\_