

# **PUBLIC NOTICE**

## **PROFESSIONAL ENGINEERING SERVICES**

The Town of Loxahatchee Groves (“Town”) requests interested parties to submit sealed proposals to General Town Engineering Services, Traffic Engineering, Land Surveying, Environmental Engineering Services, and Civil Engineering Inspection Services.

Hard copies of the Request for Qualifications will be available Monday through Friday, 9:00 AM to 4:00 PM at the Town Hall Offices at the address noted below.

Sealed Proposals will be received by the Town of Loxahatchee Groves, Town Clerk’s Office located at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 for the following:

### **RFQ # 2013-001 Professional Engineering Services**

#### **PROFESSIONAL ENGINEERING SERVICES**

**QUALIFICATION SUBMISSION DEADLINE: March 22, 2013 at 2:00 PM**

This Request for Qualifications (RFQ) is available at [www.onvia.com](http://www.onvia.com) or can be downloaded at the Town’s website at: [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov).

Town Hall Office  
14579 Southern Boulevard, Suite 2,  
Loxahatchee Groves, Florida 33470.  
(561)793-2418.

PUBLISH: Palm Beach Post  
February 7 and 12, 2013



**RFQ 2013 – 001 – Professional Engineering Services**

REQUEST FOR QUALIFICATIONS FOR GENERAL TOWN ENGINEERING SERVICES, TRAFFIC ENGINEERING, LAND SURVEYING, ENVIRONMENTAL ENGINEERING SERVICES AND CIVIL ENGINEERING INSPECTION SERVICES

FOR

**THE TOWN OF LOXAHATCHEE GROVES**

14579 Southern Blvd, Suite 2  
Loxahatchee Groves, FL 33470  
Telephone: 561-793-2418  
Fax: 561-793-2420

# **PART 1 INTRODUCTION, STATEMENT OF WORK, PROCESS TIMELINE FOR REQUEST FOR QUALIFICATIONS**

## **1.1 Invitation**

Thank you for your interest in this Request for Qualification (“RFQ”) process. The Town of Loxahatchee Groves (“Town”), through its Town Manager, invites proposals which offer to provide the services described in 1.3 below.

## **1.2 Terms of Contract**

The respondent selected to provide the services requested herein shall be required to execute a contract (“Contract”) with the Town, which shall include, but not be limited to, the following terms:

- A. The initial term of the Contract shall be for three (3) years
- B. The Town shall have the option to extend the contract for two (2) additional, three (3) year periods at its sole discretion and at mutually acceptable terms and conditions.
- C. Extension of the term of the Contract beyond the initial period is an option of the Town to be exercised in its sole discretion and which does not confer any rights upon the respondent.

## **1.3 Business Objective**

Pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act, the Town of Loxahatchee Groves is seeking to engage the professional services of a qualified professional firm to provide general Town Engineering Services for the purpose of serving as the Town’s Engineer, and one or more qualified Traffic Engineering, Land Surveying, Environmental Engineering and Civil Engineering Inspection Services firms or other professional firm(s) under a continuing contract, as provided for in Florida State Statute 287.055 to design, engineer, permit and provide construction administration services and provide surveying and inspection services for various miscellaneous projects.

Due to the fact that most engineering firms do not furnish all the services requested in A-E below, when multi-disciplinary teaming is required and applicable, all firms selected agree that they may be retained as a sub-consultant to another professional firm selected in this process.

Please specifically identify which of the following five (5) service categories your firm would like to be considered for by filling out the attached **Preferred Disciplines Form** in Part 4 and turning it in with your proposals. The Town of Loxahatchee Groves will rank the firms and select one (1) or more firms for each category. Additionally, the firm should indicate any other type of professional

services that it provides for which the Town may utilize if warranted. List projects previously completed for the Town of Loxahatchee Groves, if any, in your submission.

#### **1.4 Statement of Work**

Based on the magnitude of the Scope of Services required by the Town of Loxahatchee Groves, some or all of the following tasks may be required. Indicated below is the Scope of Services for the following disciplines:

**A. General Town Engineering Services:**

1. Provide general consultation, civil engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, services to secure engineering, drainage, and all other required permits and other civil engineering services/miscellaneous civil engineering projects for the Town of Loxahatchee Groves. Required consultation services may be required to ensure compliance with FDEP, SFWMD, PBC Health Department and other applicable federal, state and local regulatory agencies. Upon request, the consultant may be asked to perform other services including the performance of responsible engineering related administrative work. The consultant may also be requested to attend Town of Loxahatchee Groves Town Council meetings, Loxahatchee Groves Water Control District meetings and any other selected meetings. The intent is to contract directly with a civil engineering firm or firms. Where a multi-disciplinary teaming is required, an applicable civil engineering company may be retained as a sub-consultant to another professional firm selected in this process.

**B. Traffic Engineering Services:**

1. Provide general consultation, traffic engineering design, review and preparation of traffic studies, and other related traffic engineering services for the Town of Loxahatchee Groves. The intent is to contract directly with a traffic engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the traffic engineering company may be retained as a sub-consultant to another professional firm selected in this process.

**C. Land Surveying Services:**

1. Provide land surveying, do layout work, produce “as-built” drawings, do public records research, prepare easements, and other related land surveying services for the Town of Loxahatchee Groves. The intent is to contract directly with a land surveying firm or firms. Where multi-disciplinary teaming is required and applicable, the land surveying company may be retained as a sub-consultant to another professional firm selected in this process.

D. Environmental Engineering Services:

1. Provide general consultation, environmental engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, services to secure building and all other required permits and environmental engineering services for the Town of Loxahatchee Groves. The consultant may be requested to provide hazardous waste remediation, noise management studies, wetlands mitigation and other miscellaneous assignments. Environmental engineering services may also include environmental impact statements, phase one environmental analyses and other related environmental engineering services. The intent is to contract directly with an environmental engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the environmental engineering firm may be retained as a sub-consultant to another professional firm selected in the process.

E. Civil Engineering Inspection Services:

1. Provide general consultation, civil engineering inspection services related to the conducting of field inspections regarding paving, grading, drainage, trail system improvements and other related inspections as required for the Town of Loxahatchee Groves. The consultant may also review preliminary and final plats, site and development plans, and civil engineering plans to the Town of Loxahatchee Groves specifications, Town Code of Ordinances and best engineering practices and techniques. Develop and revise as needed standard design details and construction specifications for town roadway and drainage systems. The intent is to contract directly with a civil engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the civil engineering inspection services firm may be retained as a sub-consultant to another professional firm selected in the process.

**For the purposes of this selection, the choice of one or more consultants should not be interpreted as an exclusive or contractual obligation on the part of the Town of Loxahatchee Groves to have the selected firms perform all or any of these services. The Town reserves the right to assign any of these services to other consultants when in the Town's sole judgment it deems such appropriate.**

### **1.5 Pre-Proposal Conference**

Not applicable

### **1.6 Development Costs**

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ. Respondents should prepare their submittals simply

and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

### **1.7 Requests for Additional Information/Inquiries**

The Town will not respond to oral inquiries. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this request for qualifications shall be made in writing to the Town Manager, 14579 Southern Blvd, Suite 2, Loxahatchee Groves, FL 33470, no later than 4:00 p.m. EST on February 22, 2013. The facsimile number is (561)793-2420 or email at [mkutney@loxahatcheegrovesfl.gov](mailto:mkutney@loxahatcheegrovesfl.gov). The Town will issue responses to inquiries and any other corrections or amendments it deems necessary, in written addenda issued in seven (7) business days prior to the RFQ submission date. Respondents should not rely on any representations, statements or explanations other than those made in this RFQ or any written addenda to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued shall prevail. Any dispute regarding the timeliness of a submittal shall be resolved against the respondent.

### **1.8 Qualification Submission and Withdrawal**

The Town will receive qualifications at the following address:

Office of the Town Clerk  
Town of Loxahatchee Groves  
14579 Southern Blvd, Suite 2  
Loxahatchee Groves, Florida 33470

To facilitate processing, please mark the outside of the envelope in the lower left hand corner as follows:

RFQ#2013-001 – PROFESSIONAL ENGINEERING SERVICES.

The envelope should also include the respondent's return address in the upper left hand corner.

Respondents shall submit one (1) electronic (CD/DVD) copy and five (5) copies of the RFQ in a sealed; opaque envelope marked as noted above. **THE TOWN MUST RECEIVE ALL QUALIFICATIONS BY 2:00 P.M. ON FRIDAY, MARCH 22<sup>ND</sup> 2013.**

Respondents may change or withdraw a submittal at any time prior to qualifications submission deadline; however, no oral modifications will be allowed. Any discrepancies, errors, ambiguities or any terms of the RFQ to which the respondent could not satisfy or comply if selected, in the RFQ or addenda (if any) must be reported in writing to the Town Manager no later than February 22, 2013.

### 1.9 Disqualifications

The Town reserves the right to disqualify request for qualifications before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the respondent. The Town also reserves the right to waive any material defect or informality in any RFQ and to reject any or all RFQ in whole or in part or to reissue a request for qualifications.

### 1.10 Lobbying Activities

Any respondent submitting an RFQ to this solicitation must comply, if applicable, with Town of Loxahatchee Groves No. 2009-01. Copy of ordinance No.2009-01 may be obtained from the Town Clerk's Office, 14579 Southern Blvd, Suite 2, Loxahatchee Groves, Florida 33470.

### 1.11 RFQ Process Timeline

The anticipated timeline for this RFQ and subsequent Contract(s) is as follows:

**All dates are tentative and subject to change.**

- |  |   |
|--|---|
| • RFQ Request Available for Distribution     | February 1, 2013                                    |
| • Last Date for Submittal of Questions       | February 22, 2013, 4:00 p.m.                        |
| • Addenda Issued (if necessary)              | March 13, 2013                                      |
| • RFQ Due Date                               | March 22, 2013, 2:00 p.m.                           |
| • Evaluations/Competitive Selection of RFQ's | April 26, 2013                                      |
| • Anticipated Town Council Approval          | May 7, 2013   |
| • Selected Respondents Negotiation           | To be Mutually Agreed Upon<br>Town Council Approval |

## **PART 2 GENERAL TERMS AND CONDITIONS**

### **2.1 Town Not Liable for Delays**

In no event should the Town be liable for, or responsible to, the successful respondent or to any other firm or person for, or on account of, stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or account of any delay for any cause of which the Town has no control.

### **2.2 Competitive Selection, Negotiations and Town's Rights**

The Town will form a Selection Committee at its discretion. The Selection Committee will evaluate all the written submissions received and establish a short list for each discipline specified herein. The Selection Committee will further evaluate the written qualifications submitted by all respondents in accordance with criteria contained in the Consultants Competitive Negotiation Act, this RFQ, and applicable town code provisions to the extent not otherwise prohibited by law. The Selection Committee may also request additional information if deemed necessary for this evaluation. The Town will subsequently request presentations from the short listed firms in order to complete their rankings.

The Town Manager, as a member of the Selection Committee, will present the Committee's findings and recommendations to the Town Council. The Town Council will review the Selection Committee's recommendations for the top ranked firm(s) in each category. The Town Council may approve the Selection Committee's top ranked firm(s) in each category or elect to see presentations at their discretion. Upon final approval by the Town Council, negotiations will commence with those firm(s) receiving the award.

It shall be the Town's right to enter into negotiations with selected firm(s) and should negotiations with the selected firm(s) fail to result in a satisfactory agreement, such negotiations with the first firm will be terminated and negotiations will be held with another selected firm(s). Should the Town be unable to negotiate a contract with any of the competent qualified firm(s), the Town may reject all respondent proposals and restart the process with a newly issued RFQ.

Upon selection and the subsequent completion of a contract with the respective respondent(s), the Town will issue a Notice to Proceed (NTP) on a project by project basis for the services requested.

The successful respondent will agree that the contract shall be governed by the laws of the State of Florida. The respondent should also be aware that the Town may restrict the respondent's firm from engaging in activities on behalf of the Town that will produce a direct or indirect financial gain for the firm other than the agreed upon compensation without the Town's informed consent.

The respondent is limited to submitting an RFQ for one of the five (5) services listed in section 1.4 Statement of Work. However, due to the potential necessity for multi-disciplinary teaming, a respondent may be part of an RFQ (sub-consultant) for any or all of the services without limitation. The Town also reserves the right to waive any informalities, irregularities and technicalities in procedure at its sole discretion.

### **2.3 Legal Requirements**

This RFQ is subject to all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all other services covered herein. Lack of knowledge by the respondent shall in no way be cause for relief from responsibility. In conjunction with the Town Manager, ensure the Town's compliance with the requirements of the Palm Beach County Office of Inspector General "OIG" ordinance. Pursuant to a request by the Town Manager, respond to OIG inquires and provide information as may be requested from time to time by the OIG. The Respondent should be aware that the Town Manager will use the resources of the OIG should he/she be concerned about possible violation of the OIG ordinance by Town vendors and contractors.

### **2.4 Business Tax Receipt Requirement**

Any respondent with a business location in the town who submits under this RFQ shall meet the Town's business tax receipt requirement. Respondents with a business location outside the Town of Loxahatchee Groves shall meet the local jurisdictions business tax receipt requirements. A copy of the tax receipt must be submitted in this RFQ.

### **2.5 Continuing Contract**

All successful respondents shall agree to enter into a standard continuing contract with the Town of Loxahatchee Groves as specified herein. In accordance with FS 287.055, all services shall meet the following cost limitations: professional services for study activity projects should not exceed two-hundred thousand dollars (\$200,000); or professional services for construction projects should not exceed two million dollars (\$2,000,000); or professional services for work of a specified nature as outlined in the future continuing contract with the Town.

### **2.6 Public Entity Crimes**

A person or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime, may not submit a proposal on the contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity and may not transact business with

any public entity in excess of the threshold amount provided in section 287.017 of the Florida Statutes for Category Two for a period of 36 months from the date of being placed on the Convicted Vendor list. All respondents shall submit a sworn statement of Public Entity Crimes found in Part 4 of this RFQ.

## **2.7 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

## **2.8 Employees Are Responsibility of Successful Respondent**

All employees of the successful respondent shall be considered, at all times, the sole employees of the successful respondent under its sole direction and not an employee or agent of the Town. The successful respondent shall supply competent and physically capable employees. The Town may require the successful respondent to remove an employee the Town deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this contract is not in the best interest of the Town. Each employee shall have and wear proper identification. All personnel of the successful respondent must be covered by workers compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the Town. All the services provided herein shall be performed by the successful respondent and all personnel engaged in performing the services shall be fully qualified to perform such services.

## **2.9 Collusion**

The respondent shall submit a Non-Collusion Affidavit as part of the Request for Qualifications found in Part 4 of this RFQ. The respondent further certifies that the submittal is in compliance with conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any or all RFQ's where collusion might have occurred.

## **2.10 Sales Tax**

The Town is exempt from State Sales Tax. A respondent shall be aware of the fact that all materials and supplies which are purchased by the respondent for the completion of the Contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida Statutes amended 1970 and all amendments thereto and shall be paid solely by the successful respondent.

## **2.11 Insurance Requirements**

The respondent will be required to furnish evidence of the following insurance requirements by a licensed Florida company within ten (10) days after notification of the award to the Town Manager.

- A. Without limiting any of the other obligations or liabilities of the respondent, the respondent will provide, pay for and maintain in force until all of its work to be performed under contract has been completed and accepted by the Town (or for such a duration as is otherwise specified) the insurance requirements set forth herein.
- B. Workers Compensation insurance for all employees of the respondent, and subcontractors meeting Workers Compensation law of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: employer's liability with a minimum liability of one hundred thousand dollars (\$100,000) (each accident).
- C. Comprehensive general liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.
- D. Personal injury coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.
- E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
- F. Notice of cancelation and/or restriction policy(s) must be endorsed to give the Town thirty (30) days' notice of cancelation and/or restriction.

## **2.12 Notice Under The American's with Disabilities Act (ADA)**

The Town of Loxahatchee Groves will not discriminate against qualified individuals with disabilities on the basis of disability in the Town's services, programs, or activities. The Town will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town's programs, services, and activities. The Town will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all Town programs, services, and activities. A person with a disability may receive auxiliary aid or service to effectively participate in Town government in activities by contacting the Town Clerk's Office at (561) 793-2420 as soon as possible but no later than 48 hours before the event or deadline date.

# **PART 3 INSTRUCTIONS FOR SUBMITTING THE REQUEST FOR QUALIFICATIONS AND RELATED MATTERS**

## **3.1 General Information**

Throughout this RFQ the words “must” and “shall” denote mandatory requirements. Any respondents’ submission that does not meet mandatory requirements, is subject to immediate disqualification. When responding to this RFQ, all respondents shall adhere to the instructions defined below. Any and all proposals that do not follow this prescribed format are also subject to immediate disqualification.

The firm(s) and its principal(s) in charge of this submittal for the requested services shall have demonstrated experience in providing the services as requested in the statement of qualifications for this RFQ. Written statements of qualifications should be brief, but may be accompanied by reprinted brochures. Submittals should be prepared in a concise manner with an emphasis on completeness and clarity.

## **3.2 Submission Requirements**

The following documentation shall be included as a minimum in the submission to the Town. Respondents should carefully follow the format and instructions outline below, observing format requirements where indicated. Submittals must contain the information itemized below and in the order indicated. Submittals which do not include the following items may be deemed non responsive and may not be considered for contract award.

### **A. Cover Page:**

The cover page should include the respondents name; contact person for the RFQ; firm’s liaison for the contract; primary office location; local business address, if applicable; business phone and fax numbers; title of RFQ; RFQ number; and Federal Employer Identification.

### **B. Table of Contents:**

The table of contents should outline in sequential order the major sections of the submittal as listed below, including all other relevant documents requested for submission. All pages of the proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

### **C. Executive Summary:**

Submit a brief summary statement of not more than two (2) pages outlining the respondents’ qualifications, experience, ability and capability to perform the services required.

**D. Respondents Qualifications and Experience:**

1. Provide a list identifying principals, owners, directors, and key personnel that design, engineer, and perform service tasks including the staff member's major achievements. Describe experience, competence, availability, and location of said key staffing.
2. In conjunction with number one (1) above, provide a copy(s) of resume(s) of supervisory management, individuals and others assigned to each service task.
3. Provide a listing and description of the respondents most recent jobs relative to the service requested along with a contact related to the assignment. The Town reserves the right to contact any reference listed above as part of the evaluation process. In addition, provide a list of seven (7) general references, previous clients, etc. with names and phone numbers of contact persons as references.

**E. Ability and Capability to Perform Requested Services:**

1. Submit a staffing plan and organizational chart depicting the service proposal principal and manager as well as personnel who will be committed to completing the service tasks identified in Section 1.4 A-E.
2. The respondent shall provide a detailed response to the firm(s) work approach in addressing the requirements of the service tasks identified in Section 1.4 A-E.
3. Within the service tasks identified in Section 1.4 A-E, the respondent must describe the firm(s) ability and capabilities to accomplish grant writing and related expertise for grant opportunities associated with the described service.
4. Respondent shall provide other pertinent data or information deemed necessary by the respondent to establish their qualifications for the various services cited to permit the Town to evaluate their submission based upon all criteria described herein, including a statement of the respondent's familiarity with applicable building codes, permitting agencies, permit applications and permitting procedures (as applicable).
5. Respondent's ability to provide accurate construction cost estimates and value engineering (as applicable).
6. Respondent's ability to provide schedule controls, cost control and quality control for the service tasks specified herein. Provide a statement detailing how the respondent would handle the service tasks specified herein on a fast track or expedited basis.
7. Provide a statement confirming the respondent's availability to begin the tasks specified herein and confirming the respondent's availability to continue the work on an ongoing and as needed basis.

8. Respondents are urged to acquaint themselves with provisions of the Town of Loxahatchee Groves and/or demonstrate their current knowledge of such requirements within the RFQ submission.

9. The respondents shall submit bank and trade references, a financial statement and other information sufficiently comprehensive to permit an appraisal of the respondent's current financial condition.

10. The respondent shall submit proof of the required insurance within the limits specified herein.

**F. Binding Requirement of RFQ Submission:**

1. RFQ submittals shall be signed by an official authorized to bind the respondent to the provisions given in the submittal. Submittals are to remain valid for 180 days. Upon award of a contract, the contents of the submittal of the successful respondent may be included as part of the contract, at the Town's discretion.

**3.3 Town Access to Records**

All successful respondents and their principals must agree to allow duly authorized agents of the Town access to any books, documents, papers or records, which are directly pertinent to the provision of services; for the purpose of making audit examinations, excerpts, and to prepare transcriptions and maintenance of all records for three (3) years after the Town's final payment and all other pending matters are closed.

**3.4 Product Ownership**

1. All successful respondents and their principals must agree that all plans and specifications produced for the Town under contract will become the property of the Town of Loxahatchee Groves and cannot be used without the expressed written consent of the Town of Loxahatchee Groves.

2. When applicable and appropriate, respondent shall supply the town with one reproducible set of "as built" record drawings and a CD with the electronic CAD drawings, including but not limited to drainage inverts, outfall elevations, roadway rock and driveway connection elevations, and including all modifications made due to field conditions, change orders, etc. Surveying and layout expenses are the responsibility of the respondent.

### **3.5 Volume of Work**

No warranty or guarantee is given or implied as to the types, volume, or quantities of service that will actually be required. The services stated in this RFQ are estimates of activities and dependent upon changing circumstances and the conduct of business within the Town.

## **PART 4 SUBMISSION DOCUMENTS**

**The following documents are required to be submitted in conjunction with this Request for Qualifications. Failure by the respondent to include any submission document(s) shall result in the disqualification of the RFQ.**

- Preferred Disciplines Form
- Sworn Statement of Public Entities Crimes
- Non-Collusion Affidavit
- Offeror's Certifications
- Town Proposal Form
- Sample Affirmative Action Policy

**Town of Loxahatchee Groves**  
Preferred Discipline Form for  
Request for Qualifications-2013-001-  
Professional Engineering Services

Please identify which of the following disciplines your firm would like to be considered and return this form with your proposal.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| A. General Town Services                 | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| B. Traffic Engineering Services          | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| C. Land Surveying Services               | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| D. Environmental Engineering Services    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| E. Civil Engineering Inspection Services | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

**Name of Respondent Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Date** \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_ COUNTY

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean 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.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

\_\_\_\_\_ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is

active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

.

A copy of the order of the Division of Administrative Hearings is attached to this statement

\_\_\_\_\_  
Proposer's Signature

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

(affix seal)

\_\_\_\_\_  
Notary Public Signature

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has Submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm/consultant, or person to submit a collusion or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

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

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS AN INDIVIDUAL**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (Name), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal. (SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Public Signature

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS SOLE PROPRIETORSHIP OR OPERATES UNDER A  
FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Firm/Consultant

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (Name), who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal. (SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Public Signature

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A PARTNERSHIP**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Partnership

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Partner

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Name of Company) who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Public Signature

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

\_\_\_\_\_  
Printed Name of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Address of Corporation

ATTEST:

\_\_\_\_\_  
Town/State/Zip

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_  
(*Company Name*) on behalf of the corporation, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Public Signature

## **TOWN PROPOSAL FORM**

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Respondent specifically understands that the Town reserves the right to contract with as many respondents as it deems necessary for Professional Engineering Services.

Respondent further agrees that this RFQ is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

**Respondent agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this RFQ.**

**Submitted by Authorized Agent:**

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**Signature**

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**Print Name & Title**

**Sample Affirmative Action Policy**  
*For Equal Employment Opportunity*

**AFFIRMATIVE ACTION/  
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

**(Company Name)** is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: \_\_\_\_\_

(SIGNATURE/TITLE): \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**