



## REQUEST FOR PROPOSAL

**DATE:** JULY 10, 2015

**RFP NO.** 2015-01RFP

### **ALL INTERESTED PARTIES:**

The Town of Loxahatchee Groves, Florida, hereinafter referred to as the "TOWN", is seeking sealed Responses for the services described below:

### **TOWN MANAGEMENT SERVICES**

A copy of the RFP can be obtained from the Town of Loxahatchee Groves website at [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov), or the office of the Town Attorney at [mcirullo@cityatty.com](mailto:mcirullo@cityatty.com).

Sealed Responses must be received and time stamped in at the Town Office at 155 "F" Road, Loxahatchee Groves, Florida 33470, either by mail or hand delivery, no later than 2:00 p.m. local time on **THURSDAY, AUGUST 6, 2015**. Any Responses received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Response is received will be resolved against the Responder.

All Responders shall be expected to be familiar with the terms and conditions of Town of Loxahatchee Groves Ordinance 2008-09 (Ordinance) governing the Town's purchasing and procurement requirements, as well as Palm Beach County Ethics and Lobbyist Ordinances, which are incorporated herein. To the extent of a conflict between the terms of this RFP and the Ordinance, and/or Palm Beach County Ethics and Lobbying Ordinances, the Ordinance and Palm Beach County Ordinances shall prevail.

Responders are to take note of the Cone of Silence outlined in the terms of the RFP, violations of which will result in disqualification of the Responders.

TOWN reserves the right to reject any or all Responses, to waive any informalities or irregularities in any Responses received, to re-advertise for Responses, to award in whole or in part to one or more offerors, or take any other such actions that may be deemed to be in the best interests of the TOWN.

Michael Cirullo  
Town Attorney, Loxahatchee Groves

## **I. SCOPE OF WORK**

### **Request for Proposal (RFP) for Town Management Services**

The Town of Loxahatchee Groves is requesting responses from firms and individuals (“Respondents”) to provide Town Management services for the Town of Loxahatchee Groves. The scope of services includes all services as outlined in this Request for Proposal.

### **TOWN MANAGER:**

#### **Qualifications for Town Manager as directed by the Town Charter:**

- 1) The Town Manager shall have the minimum qualifications of a combination of a bachelor’s degree in public administration, business administration, or other related fields from an accredited college or university and 3 years’ public administration experience or 6 years’ experience in a city manager or assistant city manager position, preferably in an International City/ County Management Association-recognized local government.
- 2) It is preferred that the Town Manager be an International City/County Management Association-credentialed manager or obtain such credential within 2 years after being appointed.
- 3) The Town Manager will not be an employee of the Town. All Town Management Services will be through a Contract for Town Management Services with the Town Council.
- 4) The Town Manager shall have completed the National Incident Management System-Federal Emergency Management Agency (NIMS-FEMA) courses ISO 100 and ISO 700.

#### **Town Charter Description of Duties for Town Manager:**

- 1) As the chief administrative officer, the Town Manager shall:
  - a. Direct and supervise the administration of all departments, offices, and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law.
  - b. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The Town Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer’s department, office, or agency.
  - c. Ensure that all laws, provisions of this charter, Town's Vision and acts of the council are faithfully executed.
  - d. Prepare and submit the annual budget and capital program to the council in the form prescribed by ordinance.
  - e. Attend meetings of the town council.
  - f. Draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.

- g. Sign all licenses issued by the town, issue receipts for all moneys paid to the Town of Loxahatchee Groves Management Team, and deposit such moneys in the proper depositories on the first banking day after receipt.
- h. Provide administrative services in support of the official duties of the mayor and the council.
- i. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the town.
- j. Sign contracts pursuant to and consistent with the authority provided by the Town's Charter and Ordinances.
- k. Provide administrative and staff support to all advisory committees, and boards, formed and appointed by the Town Council.
- l. Submit to the council, and make available to the public, the Town Management report on finances and administrative activities of the Town as of the end of June of each fiscal year. This Town Management Report will be part of the annual evaluation process by the Town Council.
- m. Perform such other duties as are specified in this charter or as may be required by the council.

**Town Manager Operational Responsibilities:**

**1) Meetings**

- a. Prepares all regular, special, intergovernmental coordination and workshop meeting agendas with the Town Attorney.
- b. Coordinates all special meetings and workshops (location, preparation and legal advertising)
- c. Coordinate all meetings, including preparing agendas for, all Town board and committees

**2) Contract Manager**

- a. Monitors all independent contractors on specific projects and on-going contractual agreements on behalf of the Town. Ensures proper compliance with the contract's terms and conditions.
- b. Monitors all contracts to ensure adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended to the Town Council and enforced.
- c. Will make recommendations on any contracts should the contractual relationship change or the needs of the Town change.
- d. Serves as Contract Administrator on behalf of the Town for the Solid Waste Services Agreement between the Town and the Town's solid waste collection contractor, which at the time of this RFP is Waste Pro. Also, serves as the liaison between the residents and Waste Pro to assist and help resolve customer complaints.
- e. Serves as direct liaison between the Town and Palm Beach County Sheriff's Office. Responsible for additional enforcement for speed enforcement and other matters directed by the Town Council.
- f. Oversees grant applications on behalf of the Town, including but not limited to, the oversight of application preparation and follow-up and, in the case of granted obtained, the maintenance of the records, the providing of required reports to grant providers and auditors, and compliance with the terms of the grant.

- g. Coordinates with the Town Council, Town Attorney and the Town Finance and audit Advisory Committee to competitively bid for services and capital improvements consistent with state and county laws, and the Town's procurement Ordinance. The Town Manager shall negotiate contracts with selected vendors with terms and conditions in the best interest of the Town. The Town Manager will also review draft agreements with the Town's Finance and Audit Advisory Committee and Town Attorney as part of the final contract recommendations to the Town Council.
  - h. Ensure the Town's Compliance with the requirements of the Palm Beach County Office of Inspector General (OIG) Ordinance, including providing the OIG notice of all meetings where procurement is being scheduled to be discussed, responding to OIG inquiries, and providing information as may be requested from time to time by the OIG. The Town Manager should also use the resources of the OIG should he or she is concerned about possible violations of the OIG ordinance by Town vendors and contractors.
- 3) **Planning, Zoning, Building Matters**
- a. The Town has adopted its own land development code. A dedicated planner shall be on staff at Town Hall to administer day-to-day planning and zoning activities pursuant to the Town's land development regulation.
  - b. Liaison with Palm Beach County as to any agreements with the County on planning and building matters
  - c. The Town currently has a separate contract with a planning firm for work on formal development applications, such as comprehensive plan amendments, rezonings, site plans and zoning determination letters. The Town Manager will manage and oversee the firm or individual that is retained by the Town for such Planning and Zoning, as well as Building and Environmental Regulation matters on behalf of the Town.
- 4) **Emergency Management (*coordination during an emergency/disaster*)**
- a. Serves as the manager of the Town's Emergency Operations Center and performs all duties as outlined in the Town's Emergency Operations Procedure Manual. The Town Manager will be expected to be present within the Town during an emergency in order to coordinate emergency responses and services unless prohibited by law or orders of government agencies in which case the Town Manager should be located in as close proximity as he or she is safely able.
  - b. Liaison with the Loxahatchee Groves CERT.
  - c. Liaison with the LGWCD (Town's EOC)
  - d. Serves as Manager for the Town's Point of Dispensing (POD) should the Strategic National Stockpile activate to protect public health for Palm Beach County.
  - e. Liaison with PBC EOC (attends Emergency Management Meetings)
  - f. Liaison with the Federal Emergency Management Agency (FEMA) and State of Florida Division of Emergency Management (FDEM)
  - g. Manages and oversees the Town's Disaster Debris Removal Firms
  - h. Manages and oversees the Town's Disaster Debris Removal Monitoring Contractor
  - i. Liaison with Palm Beach County Solid Waste Authority
  - j. Oversees any Town action and/or responses relating to post-event review by FEMA or FDEM

- k. Ensures all contractors comply with FEMA requirements, and is responsible for submitting invoices to FEMA with accompanying documentation as required for reimbursement.
  - l. Keep Town Council informed of all these activities.
  - m. Coordinates with the Palm Beach County Sheriff's Office, which provides law enforcement services to the Town, and Palm Beach County Fire Rescue which provides fire rescue and emergency medical services to the Town.
  - n. Liaison with the Florida Division of Forestry.
- 5) **Code Enforcement**
- a. Manages the Town's Code Enforcement Officers
  - b. Coordinates and prepares all necessary material, case files, and agendas for Code Enforcement Special Magistrate. .
  - c. Provides reports to the Council on Code Enforcement matters on a schedule determined by the Council.
- 6) **Financial**
- a. Annual Budget
    - i. Present the draft Budget to the Financial Advisory and Audit Committee with explanations of basis for each major line item and budget forecast. Obtain the Committee's input before recommending to the Town Council.
    - ii. Research, prepare and present annual budget for approval
    - iii. Research and propose millage rate necessary to fund the operations of the Town, consistent with state law.
    - iv. Meet with Town Council members and Town Attorney to finalize budget.
    - v. Schedule and legally advertise budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)
    - vi. Non-Ad Valorem Assessment Preparation:
      - 1. Update NAV database
      - 2. Transmit to PBC Tax Collector's Office
    - vii. Coordinate with the Town Attorney on the budget and special assessment schedule of hearings, and required notices.
  - b. Annually review and update database and other information for:
    - i. Property valuations and necessary millage rates
    - ii. State of Florida 1/2 cent sales tax
    - iii. State of Florida Local Option Gas Taxes (5 cent and 6 cent)
    - iv. State of Florida Communications Service Tax
    - v. State of Florida Revenue Sharing
    - vi. Palm Beach County Water Utilities Department Franchise Fee
    - vii. FPL Public Utility Tax and Franchise Fee
    - viii. All other revenue sources
  - c. Procurement:
    - i. Purchasing Agent for Town
    - ii. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
    - iii. Comply with Palm Beach County OIG requirements
  - d. Oversees Financial Manager's daily, monthly and yearly activities
  - e. Coordinates financial activities with the Town's Finance and Audit Advisory Committee as directed by the Town Council. Provides administrative support to

the Town's Finance Advisory and Audit Committee in the selection and recommendations of an external auditor.

- 7) **Town Clerk:** Manages Town Clerk's daily, monthly and yearly activities
- 8) **Communication with residents and landowners:**
  - a. Maintains all design and content and keeps current the Town's official website.
  - b. Creates, edits and produces monthly newsletters and all flyers for special meetings, workshops and events.
  - c. Provide information on resident and property owner inquiries to Town Council as may be requested.
- 9) **Water Control District:**
  - a. Work cooperatively with the Loxahatchee Groves Water Control District, including with its Administrator, and as may be directed by the Town Council.
  - b. Attend the Intergovernmental Coordination Committee meetings between the Town and the Water Control District
- 10) **Technology:**
  - a. Maintains and keeps current all software.
  - b. Maintains and keeps current all computer hardware
  - c. Maintains an official on-site and off-site backup of all information stored on the Town's computer.

*Note: The Town currently backs up its data offsite.*

- 11) **Meetings attended by the Town Manager:** The Town Manager is expected to attend all meetings of Town committees and boards, as well as government agencies and associations. For the Fiscal Year 2015-2016, the meetings are:
  - a. Town Council regular and special meetings and workshops
  - b. Town Finance and Audit Advisory Committee
  - c. Town Roadway, Equestrian Trials and Greenway Advisory Committee
  - d. Town Planning and Zoning Board
  - e. Palm Beach County League of Cities
  - f. Loxahatchee Groves Water Control District (LGWCD)
  - g. Intergovernmental Coordinating Committee (Voting Member)
  - h. Palms West Chamber of Commerce
  - i. Palms West Economic Development Task Force (Voting Member)
  - j. Western Communities Council
  - k. Palm Beach County Emergency Management Meeting (Mandatory\*) (For Hurricane and Disaster Preparations; all public & private entities)
  - l. PBC Emergency Management-LMS (Mandatory\*)
  - m. PBC Emergency Management-Municipalities Only (Mandatory\*)
  - n. PBC Emergency Management- EM TEAM (Mandatory\*)(Note:\*Mandatory means being NIMS Compliant for FEMA funding)
  - o. Palm Beach County Solid Waste Authority (Town issues only)
  - p. Palm Beach County Water Utility Department (Town issues only)
  - q. South Florida Water Management District (Town issues only)

r. FDOT-SR-80 Southern Blvd. expansion project.

12) **Town Office.** Staff the Town Offices to be open Monday through Friday from 9:00 am to 4:00 pm, except government holidays as approved by the Council.

**Summary of Primary Weekly Town Manager Operational Tasks:**

**Town Council and Committee Meetings:** The Town Council conducts two regular meetings a month. The Town also has the following boards and committees:

Financial Advisory and Audit Committee  
Roadway, Equestrian Trails and Greenway Advisory Committee  
Planning and Zoning Board

For these meetings, the Town Management shall:

- Town Council, Committee and Board meetings: Provide staff as part of the contracted services to take minutes and perform the duties of Town Clerk during the actual meetings (*roll call and direction on agenda items*). These minutes need to be transcribed and formatted to the Town Council, or the respective committee or board, within 2 weeks. The corrections need to be followed up as well. Once the documents are approved, they need to be certified, scanned to be put on the website then filed in the appropriate location.
- Agenda Packets. Provide staff as part of the contracted services to coordinate all backup material and research in order to construct the agenda packets. For Town Council meetings, an agenda memo needs to be written for each item with specific information so that the Town Council can be armed with the tools to make informed decisions. These packets need to be produced and assembled for distribution on the Wednesday before each meeting.
- Establish, approve, and post agendas. This needs to be finalized no later than the Wednesday before each meeting. Once finalized, the agenda and backup needs to be posted on the web, available at the Town Office, and sent to the media, Town Council and Town Attorney.

**Legal Notices:** All legal notices need to be drafted, posted, and advertised in a timely fashion in accordance with the Town's charter and Florida State Statutes for all meetings, hearings and ordinances.

**Coordination with Town Attorney's Office:** Coordinate matters with the Town Attorney's Office on an as needed basis.

**Monthly Task Plan:** After each Town Council meeting, a task plan needs to be created by using the bullet points created from the Town recordings. This task list is then divided up between the Town Manager and Town Attorney. This list needs to be managed throughout the month so that all of the tasks are completed in time as scheduled by the Council. (*The list is created and distributed to members of the Town Council within 24 hours of the completion of the Town Council meeting*)

## **TOWN CLERK (as detailed in the Town Charter):**

(5) TOWN CLERK. The town manager shall appoint a town clerk or management firm to serve as town clerk (the "clerk"). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

The Town Clerk Function is part of the contracted services.

## **TOWN CLERK OPERATIONAL RESPONSIBILITIES:**

- Administers records management and election procedures in accordance with State Statutes and Town Charter and Code of Ordinances; attends Town Council meetings and prepares minutes;
- Acts as the Town election official and coordinates all activities relating to the Election Process for all elections, and serves as a member of the Town's canvassing board.
- Maintains Town records and provides records and documents to the public and staff; interprets State, County and Town rules and regulations for records management and election procedures; ensures all Town documents are processed pursuant to legal procedures; interprets state and Town laws, rules, and regulations regarding the functions of the office.
- Prepare Council Agenda for Regular Meetings, Special Meetings, Workshops and Committee Meeting Packets
- Town Clerk or Town Staff Designee shall attend all Town Council Regular Meetings, Special Meetings, Workshops and Committee and Board Meetings to record and transcribe the minutes.
- Prepares and finalizes meeting minutes for Town Council approval
- Prepared and finalized minutes for Committee and Board meetings
- Index final adopted version of the minutes of Council meetings.
- Records all meetings and uploads to the Town's website
- Index ordinances and resolutions
- Maintain index of agreements/contracts between Town and various entities or individuals.
- Answer telephone, correspondence and citizen inquiries, including those regarding Town records or ordinances.
- Prepare proclamations and certificates.
- Prepare and transmit deeds to the Clerk of Court for recording in the public records of Palm Beach County.
- Prepare legal notices and advertisements as required Florida State Statutes

*Note: The Town will provide audio and video equipment for recording Town meetings.*

## **FINANCIAL MANAGEMENT**

Financial Management is part of the contracted services.

## **FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:**

- Follows all statutory requirements in maintaining the proper municipal accounting and financial systems necessary for proper reporting and auditing. Provides professional advice to Town Council.
- Oversees the posting and reconciliation of ledgers and accounts.
- Forecasts, estimates, and monitors the financial condition of the Town to assure the fiscal wellbeing of the Town.
- Prepares annual department budget requests for submission to the Town Manager.
- Directs the preparation of state and federal financial reports.
- Maintains accounting and budgetary procedures in accordance with the Town's Accounting Policy and Procedures Manual, a copy of which is available through the Town Clerk's office.
- Prepares monthly and annual reports of financial activities, consistent with or equivalent to the Town's current format, an example of which is attached hereto.
- The Financial Manager shall review and approve the monthly and annual reports prior to their presentation to the Financial Advisory and Audit Committee and Town Council.
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

### *Special Notes:*

1. *The Town has recently purchased and is in the process of implementing Blackbaud SaaS. It is mandatory that the selected Town Management firm use this software, including participating in training. The Town of Loxahatchee Groves shall be responsible for the costs of implementation and training, as well as the monthly fees and upgrades for the software.*
2. *Until such time as the Blackbaud SaaS is implemented, financial services software may need to be provided on a temporary basis by the selected firm.*
3. *There are no electronic interfaces currently in place to other internal or external systems for the financial software.*
4. *Electronic copies of the Town's current FY 2014-2015 Budget are available on the Town's website. The proposed FY 2015-2016 budget information is scheduled for the July 21, 2015, Town Council meeting.*

## **PROFESSIONAL SERVICES AGREEMENT**

Included with this package is the proposed Professional Services Agreement that the selected Responder will be expected to execute, with non-substantive changes to reflect information specific to the selected Responder. Any issues, questions or concerns must be submitted by the deadline for submittal of written questions to Town Attorney. The Exhibit "A" to the Professional Services Agreement will be Section I, "Scope of Work" of this Request for Proposals.

## REVIEW OF CONTRACT FOR TOWN MANAGEMENT SERVICES

**Performance Criteria and Evaluation:** The Contract for Town Management Services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established and managed by the Town Council based upon the duties contained in the Contract for Town Management Services along with the Town Management Report through June of the current year prepared by the Town Manager. This annual review of the Contract for Town Management Services shall occur no later than August 1 of each year. The Town Manager is responsible for placing this annual review on a Town Council agenda.

### II. TIME REQUIREMENTS

#### A. PROPOSAL CALENDAR

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposal	Friday, July 10, 2015
2. Deadline for submittal of written questions to Town Attorney:	Monday, July 27, 2015
3. Responses to Questions from Town Attorney:	Friday, July 31, 2015
4. Responses Due <b>(2:00 p.m.)</b>	Thursday, August 6, 2015
5. Short List of Submittals by Town Council (If necessary, see note below):	Tuesday, August 11, 2015*
6. Short List Presentations to Town Council & selection of highest ranked Responder (7:00 p.m.)	Tuesday, August 18, 2015.
7. Resolution approving Agreement and Appointing Town Manager	Tuesday, September 1, 2015.

**\* In the event the Town receives seven (7) or less proposals, there will be no shortlisting, the August 12, 2015 meeting will be cancelled, and all Responders will be expected to make presentations on August 18, 2015.**

\*\* Pursuant to Sections 119.071(1)(b) and 286.0113, Florida Statutes, portions of meetings where responders in a competitive selection process are making oral presentations to a selection committee are exempt from Florida public meeting laws. As a result, Responders will not be permitted in the room while other Responders make their presentations to the Town Council.

TOWN reserves the right to change and/or delay scheduled dates.

**B. ANTICIPATED COMMENCEMENT OF CONTRACT**

Thursday, October 1, 2015.

**III. REQUIREMENTS FOR RESPONSES**

**A. SUBMISSION OF RESPONSES**

The following materials should be submitted by a Respondent to be considered:

1. Responses must be submitted in a sealed envelope *clearly marked* with the name of the firm/consultant “Request for Proposal RFP 2015-01RFP, Contract for Town Management Services” to the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, FL 33470.
2. An original copy (so marked) of the Proposal, seven (7) copies and one (1) electronic version shall be submitted. All forms must be completed and sealed (and notarized where indicated).
3. Blanks in the form Professional Services Agreement are not to be completed; those will be completed once a selection is made by the Town Council with the selected Responder.

**B. REQUIRED INFORMATION TO BE PROVIDED IN RESPONSES**

1. **Cover Letter:** (not to exceed four pages)
2. **Respondent Background:** Describe the Respondent’s historical background relative to the requirements of the RFP (can be submitted in the form of a resume). Should include description of experience working with special districts and coordinating with other governmental entities.
3. **Methodology and Approach** to the overall operation of the Town Management office to include a detailed response to achieving all of the tasks outlined in the RFP.
4. **Fees:** Provide a rate schedule and total monthly / annual fee for proposal, for the initial three (3) year term, including outlining whether the fee is fixed for the initial three (3) year term and if not how annual adjustments in the fee will be determined,
5. **References:** The Responder should list a minimum of three (3) verifiable references.
6. **Subcontracting.** In the event Responder intends to provide any of the services required by this RFP through subcontractors, please specifically identify the services to be contracted out, and the intended subcontractors. Responder must clearly identify which subcontracting costs are included in your proposed fee, and which would be in addition to the proposed fee.
7. **“Disclosure For Business Screening Regarding Procurement of Consumer Report.” (Disclosure Form).** All Responders must submit this fully completed form with a Response to the RFP. All information must be included, even if such is exempt from Florida’s public records laws. The Town will be take steps necessary to secure such exempt information if

need be. The failure to do so will render the RFP non-responsive.

**8. Appendices:**

- a. Offeror's Certification
- b. Contact Information Worksheet
- c. Certification of Solicitation Requirements
- d. Non-Collusive Affidavit
- e. Sworn Statement Pursuant to Section 287.133(3)(a), F.S. (Public Entity Crimes)
- f. Anti-Kickback Affidavit
- g. Acknowledgement
- h. Disclosure Form
- i. Form of Professional Services Agreement

**IV. EVALUATION OF RESPONSES**

**A. Evaluation Method and Criteria**

The Town of Loxahatchee Groves Town Council will evaluate responses submitted. The Town Council, in its sole discretion, has the right to reject any and all responses or waive any minor irregularity or technicality in any responses received.

The Town of Loxahatchee Groves will select/award the Respondent which best meets the interests of the Town, all factors considered.

Although price is a factor in the decision, the experience, background and proposed plan for operations as Town Manager is the main factor in the Town Council's decision. The Town Council shall be the sole judge of the Town's best interests, the responses, and the resulting negotiated agreement. The decision of the Town Council shall be final.

**VI. AWARD OF CONTRACT**

The Town Council shall direct the Town Attorney to negotiate a Contract for Town Management Services with the Responder whose response is determined to be the most advantageous to the Town, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals. **The Council reserves the right to enter into a Contract for Town Management Services with the selected responder for all or a portion of the services that are part of this Request for Proposal.**

**VIII. GENERAL CONDITIONS**

**A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** 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 bid on a contract to provide any 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 be awarded or perform work as a contractor, supplies, subcontractor, 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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**B. 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.

**C. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Responder. Responders must request from the Town Attorney such interpretation in writing. To be considered, such request must be received by the deadline for submittal of written questions to the Town Attorney. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all potential Responders who have provided the Town with their contact information as having an interest in the RFP at the address furnished for such purpose not later than two (2) days prior to the date fixed as the deadline for submittal of proposals. Responses or Addenda may be issued via electronic mail as well. Failure of any Responder to receive any such addenda or interpretation shall not relieve any Responder from any obligation under the proposal as submitted. All addenda so issued shall become a part of the contract document. Responder shall verify that it has all addenda before submitting a Proposal.

**D. QUESTIONS ABOUT THE RFP:** Questions regarding the RFP, the proposal process, or the terms of the form of Professional Services Agreement, shall be directed in writing to the Town Attorney: Michael Cirullo, Goren, Cherof, Doody and Ezrol, PA, 3099 East Commercial Blvd. Suite 200, Fort Lauderdale, FL 33308, by fax at 954-771-4923, or electronic mail at [mcirullo@cityatty.com](mailto:mcirullo@cityatty.com). Responders are responsible for confirming timely receipt by the Town Attorney of any questions submitted by Responders.

**E. CONFLICT OF INTEREST:** The Responder must represent that it has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.

Without receiving prior written authorization by the Town, the Respondent shall not:

- (i) retain any individual or company with whom the Respondent or any individual member thereof has a financial or other conflict of interest; nor
- (ii) in fulfillment of the Contract for Town Management Services, do business with a for-profit entity in which the Respondent or any individual member has a financial or other interest therein.

The Respondent warrants to the Town that no gifts or gratuities have been or will be given to any Town employee or agent, either directly or indirectly, to obtain the Contract for Town Management Services.

**F. NOTICE UNDER THE AMERICANS 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 an auxiliary aid or service to effectively participate in town government activities by contacting the Town Clerk's Office at voice (561) 793-2420 as soon as possible but no later than 48 hours before the event or deadline date.

**G. LOBBYING:** Responders are advised that the TOWN's Lobbyist Registration Policy prohibits a Responder or anyone representing the Responder from communicating, except in writing, with TOWN Council members or staff authorized to act on behalf of the Town Council to award a particular contract regarding its bid, i.e., a "Cone of Silence."

**H. CONE OF SILENCE:** Responders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Responders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Proposal, or any member of any Town committees, from the date of the RFP to the award of an agreement with the selected Responder.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Town Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Town staff and intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and Town staff or any written correspondence at any time with Town staff, Town Council members, or selection committee members, unless specifically prohibited by the applicable competitive solicitation process.

The Town Council by means of action taken at any properly noticed Town Council meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

**I. OFFICE OF INSPECTOR GENERAL:** Responder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Invitation to Bid, and in furtherance thereof may demand and obtain records and testimony from the Responder and its subcontractors and lower tier subcontractors. Responder understands and agrees that in addition to all other remedies and consequences provided by law, failure of the Responder or its Sub-contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. Responder shall be responsible for all costs incurred by it or the



- (iv) A Dishonesty Bond or its equivalent, as shall be determined to be necessary by the Town, in an amount equal to \$1,000,000.00 with a deductible of no more than \$5,000.00.

All insurance and bonds shall be kept in effect during the full term of the Contract for Town Management Services. Additionally, any subcontractor hired by the Respondent for any services under the Contract for Town Management Services shall provide insurance coverage as well.

Responder shall name the Town as an additional insured on each of the policies required herein, and provide a certificate of insurance to the Town evidencing such coverages.

## **X. TERM AND TERMINATION**

Subject to the termination provisions set forth hereinafter, the initial term of the Contract for Town Management Services shall be three (3) years, commencing on or about October 1, 2015. The Contract for Town Management Services may be renewed for two (2) additional one (1) year terms upon the agreement of the parties.

The Town may terminate the Term of the Contract for Town Management Services at any time, without regard to any breach hereof by Responder and without any liability or obligation to Responder only upon sixty (60) days prior written notice. Responder may terminate the Term of the Contract for Town Management Services at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, only upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. The rights and obligations of the Town and Responder that arise prior to expiration of the Term, including the Town's obligation to pay to Responder any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of the Contract for Town Management Services.

## **XI. LEGAL ENTITY FOR CONTRACTING**

In the event an individual is awarded the Contract for Town Management Services, he or she must form a legal business entity registered to do business in the State of Florida in order to enter into a Contract for Town Management Services. The Town Council will enter into the Contract for Town Management Services only with that entity.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS AN INDIVIDUAL**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, who is personally known to me or who has produced  
as identification and who did not take an oath.

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

**OFFEROR'S CERTIFICATION**

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

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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 \_\_\_\_\_, 2015, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did not take an oath.

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

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A PARTNERSHIP**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_ day of \_\_\_\_\_, 2015.

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

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

Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 \_\_\_\_\_, 2015, by

\_\_\_\_\_, who is personally known to me or who has produced

\_\_\_\_\_ as identification and who did not take an oath.

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

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

(CORPORATE SEAL)

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

ATTEST:

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

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

**CONTACT INFORMATION WORKSHEET**

COMPANY/AGENCY/FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BUSINESS EMAIL ADDRESS: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

CONTACT PERSON & TITLE: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

BUSINESS HOURS: \_\_\_\_\_

BUSINESS LEGAL STATUS: (circle one)  
CORPORATION / PARTNERSHIP / JOINT VENTURE / OTHER  
If Other, please explain: \_\_\_\_\_

BUSINESS IS A: (circle one)  
PARENT / SUBSIDIARY / OTHER  
If Other, please explain: \_\_\_\_\_

DATE BUSINESS WAS ORGANIZED/INCORPORATED: \_\_\_\_\_

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): \_\_\_\_\_

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone No.)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone No.)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone No.)

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATION OF SOLICITATION REQUIREMENTS**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

We, the undersigned have carefully read and understand all the requirements of the solicitation.

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
VENDOR PRINT NAME

**NON-COLLUSIVE AFFIDAVIT**

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

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

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Responder that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Responder 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 Responder, firm/consultant, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Responder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Responder, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder 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 and Title)

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC  
**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES**  
**ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_ by \_\_\_\_\_  
for \_\_\_\_\_ whose  
business address is \_\_\_\_\_ and (if  
applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the  
entity had no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.

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, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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 officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an 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 for fair market value under an arm's length agreement, shall be a prime 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 Para. 287.133(1)(e), 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 into 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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, members, or agents who are active in the 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.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings 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 IT 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 OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

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

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 .

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

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

**ANTI-KICKBACK AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Loxahatchee Groves, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

\_\_\_\_\_  
Printed Name

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

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

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Personally known \_\_\_\_\_  
or Produced Identification \_\_\_\_\_

**ACKNOWLEDGMENT**

I have carefully examined the Request for Proposal form agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of not less than 90 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Loxahatchee Groves or any other Responder is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any 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 public entity, may not be awarded or perform work as a contractor, supplier, sub- contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

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

**DISCLOSURE FOR BUSINESS SCREENING REGARDING PROCUREMENT  
OF CONSUMER REPORT.” (DISCLOSURE FORM)**

In connection with your potential employment relationship, the Town of Loxahatchee Groves, Florida, has engaged the firm of Philip S. Deming and Associates to conduct a background investigation. This firm may procure a "consumer report" on you as part of our business relationship screening process.

The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. You will be given a summary of these rights together with this document, if any adverse information is obtained in connection with our screening process.

By your signature below, you hereby authorize Philip S. Deming and Associates to obtain a consumer report and/or an investigative report. Further, you hereby authorize Philip S. Deming and Associates and/or their designee to conduct an investigation into your character, reputation, and personal characteristics, which may include but not be limited to checking your educational credentials (including transcripts), any criminal convictions, civil actions, bankruptcy filings, employment, driving record, professional licensing and other information.

Applicant's Name: \_\_\_\_\_  
(Including Maiden Name)      Please Print

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Former Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Former Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Professional Licensing: \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

## REFERENCES

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Relationship: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Relationship: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Relationship: \_\_\_\_\_

## EDUCATIONAL EXPERIENCE

**(IMPORTANT: Include address(es) and year(s) attended or year of graduation)**

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**LEGAL**

1. Have you ever been a litigant in any civil matter? \_\_\_\_\_

2. If so, please identify the parties of the civil case:

\_\_\_\_\_  
Jurisdiction (e.g., United States District Court, State Court, Municipality):

Date of filing: \_\_\_\_\_

Case Status: \_\_\_\_\_

3. Have you ever been a party of any bankruptcy action? If so please identify the petitioner:

\_\_\_\_\_  
Jurisdiction

Date of filing: \_\_\_\_\_

Disposition: \_\_\_\_\_

4. Have you been convicted of any crime other than a traffic violation? \_\_\_\_\_

5. If so, please identify the jurisdiction, date of the criminal filings, and case status:

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

Signature: \_\_\_\_\_

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and \_\_\_\_\_, a Florida \_\_\_\_\_ company with a business address of \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, \_\_\_\_\_ was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained \_\_\_\_\_ to provide those services to the Town; and

**WHEREAS**, \_\_\_\_\_ desires to be retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of \_\_\_\_\_

(a) Subject to the terms and conditions of this Agreement, the Town hereby retains \_\_\_\_\_ to provide the Services (hereinafter defined) commencing on October 1, 2015 (the "Commencement Date") and \_\_\_\_\_ hereby agrees to provide the Services to the Town. For purposes hereof, the "Services" shall mean the exercise and discharge of all of the powers, authority, duties and responsibilities of the Town Manager of the Town as such powers, authority, duties and responsibilities are set forth in the Town Charter of the Town (the "Town Charter"), including those services described in the Scope of Work which is attached hereto as **Exhibit "A"**.

(b) The Services include providing a Town Manager on a full-time basis, Town Clerk and clerical staff during Town business hours, and financial services required by the Town as provided in the Scope of Work attached hereto as **Exhibit "A"**.

(c) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), \_\_\_\_\_ shall perform the Services in compliance with all applicable federal, state and local laws associated with the position of Town Manager of a Florida municipality.

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, \_\_\_\_\_ shall be entitled to all the rights, privileges and

immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of \_\_\_\_\_ as described in this Agreement, it is the express intent of the Town to have the individuals named in \_\_\_\_\_'s response to the RFP 2015-\_\_\_\_ serve in the capacities identified. \_\_\_\_\_ recognizes and understands that the Town is relying on the use of these individuals when contracting with \_\_\_\_\_ and, except for the Town Manager position, \_\_\_\_\_ shall advise the Town Council in writing of any changes to the assigned personnel as set forth in \_\_\_\_\_'s response to the RFP 2015-\_\_\_\_, and the Town Council shall have the right to approve any replacements, which approval shall not be unreasonably withheld. As to the Town Manager position, such may not be changed without the advance approval of the Town Council, which may approve or reject same for any or no reason; provided that if the change is to appoint \_\_\_\_\_, approval by the Town Council shall not be unreasonably withheld.

3. Fee and Expenses.

(a) In return for the Services, \_\_\_\_\_ shall be entitled to receive from the Town **[TO BE COMPLETED BASED UPON FEE SCHEDULE/PROPOSAL FOR SELECTED RESPONDER]**

Each month during the Term, \_\_\_\_\_ shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

(b) Commencing on the Commencement Date and throughout the Term hereof, the Town shall make available to \_\_\_\_\_, at no charge, offices, facilities, equipment and supplies as appropriate to enable \_\_\_\_\_ to perform the Services as Town Manager. \_\_\_\_\_ agrees that such offices, facilities, equipment and supplies shall be used solely for the Services, and shall not be used for any other services or purposes of \_\_\_\_\_.

(c) \_\_\_\_\_ shall be responsible for payment of all fees and/or costs associated with maintaining professional designations, certifications or licenses of any individuals required to possess a professional designation, certification or license by the Town Charter or the RFP 2015 \_\_\_\_\_, subject to appropriation by the Town Council. \_\_\_\_\_ may request that any fees and/or costs associated with maintaining professional designations, certifications or licenses under this section be reimbursed by the Town by application to the Town Council for reimbursement, which the approval or denial of a request for reimbursement will be in the discretion of the Town Council.

4. Term; Termination. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date hereof and shall continue up to and including September 30, 2018, subject to the right of the parties to mutually agree, in writing, to extend the Initial

Term for additional one year terms (the "Renewal Term") in each case subject to the right of earlier termination as hereafter provided. A decision by the Town Council not to renew is not a termination of the agreement, or a termination of the Town Manager pursuant to the Charter. The Initial Term, together with any Renewal Term, is referred to herein as the "Term." The Town may terminate the Term of this Agreement at any time, without regard to any breach hereof by \_\_\_\_\_ and without any liability or obligation to \_\_\_\_\_, only upon sixty (60) days prior written notice, and subject to the Town Charter requirements. \_\_\_\_\_ may terminate the Term of this Agreement at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. In the event of a termination by either party under this paragraph, \_\_\_\_\_ shall be entitled solely to payment of fees accrued but not yet paid through the date of termination. The rights and obligations of the Town and \_\_\_\_\_ that arise prior to expiration of the Term, including the Town's obligation to pay to \_\_\_\_\_ any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of this Agreement.

5. Representations, Warranties and Covenants of \_\_\_\_\_ and the Town.

(a) \_\_\_\_\_ hereby represents and warrants that (i) it is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by \_\_\_\_\_; (iii) it has the professional expertise, experience and personnel to enable it to perform the Services; and (iv) it possesses any and all licenses or certifications required to perform the Services, that such licenses or certifications are current and that \_\_\_\_\_ is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

(b) \_\_\_\_\_ shall not commence performance hereunder until all insurance required under Sections 5(c) hereof and such insurance has been confirmed by the Town, nor shall \_\_\_\_\_ allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Attorney prior to the Commencement Date. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, \_\_\_\_\_ shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder

is in effect. \_\_\_\_\_ shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. \_\_\_\_\_ shall be liable to Town for any lapses in service resulting from a gap in insurance coverage.

(c) Pursuant to Section 5(b) hereof, during the Term \_\_\_\_\_ shall obtain and maintain the following minimum insurance:

(i) Errors & Omissions Coverage for Directors and Officers with a \$1,000,000 limit

(ii) Worker's Compensation Insurance for all \_\_\_\_\_ employees, with the following limits:

A. Worker's Compensation Statutory Limits

B. Employer's Liability \$500,000 each accident  
\$500,000 Disease-policy limit  
\$500,000 Disease-each employee

If \_\_\_\_\_ is or claims to be exempt from all or a portion of this requirement of Section 5(c)(ii), \_\_\_\_\_ shall provide Town proof of such exemption along with a written request on \_\_\_\_\_ letterhead for Town to exempt \_\_\_\_\_, which exemption shall not be unreasonably withheld.

(iii) Comprehensive Auto Liability coverage which shall include owned, hired and non-owned vehicles, with the following limits:

A. Bodily Injury

1. Each Occurrence \$100,000  
2. Annual Aggregate \$500,000

B. Property Damage

1. Each Occurrence \$100,000  
2. Annual Aggregate \$500,000

(iv) \_\_\_\_\_ is required to post a Dishonesty Bond or its equivalent, as shall be determined to be necessary by the Town, in an amount equal to \$1,000,000.00 with a deductible of no more than \$5,000.00.

(d) \_\_\_\_\_ shall name the Town as an additional insured on each of the policies required herein, and provide a certificate of insurance to the Town evidencing such coverages.

(e) The Town hereby represents and warrants that (i) it is duly organized and validly existing as a municipal corporation of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the Town Council.

(f) All required insurance shall be an expense of \_\_\_\_\_.

(g) Notwithstanding any other provision of Section 5 herein, in the event that \_\_\_\_\_ certifies in writing to the Town Council that it is unable to obtain the insurance coverages required by Section 5(c), \_\_\_\_\_ shall obtain the maximum available insurance coverage for each required category of insurance. If evidence of an available higher insurance coverage than that obtained by \_\_\_\_\_ is presented to \_\_\_\_\_, \_\_\_\_\_ shall obtain the higher insurance coverage up to those amounts required in Section 5(c).

6. Indemnification.

(a) \_\_\_\_\_ hereby indemnifies and holds harmless the Town, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Town, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of \_\_\_\_\_ or other \_\_\_\_\_ personnel performing the Services or otherwise arising from this Agreement.

(b) To the extent not prohibited by Florida law or inconsistent with the Town's sovereign immunity rights as contained in Section 768.28, Florida Statutes, Town hereby indemnifies and holds harmless \_\_\_\_\_, its managers and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by \_\_\_\_\_, its managers and appointed officers, agents and employees arising out of or resulting from grossly negligent acts, or willful or fraudulent conduct of the Town or other Town officials arising from this Agreement.

(c) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(d) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

7. Miscellaneous.

(a) *Notices.* Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth

below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the Town and \_\_\_\_\_ shall be as follows:

To \_\_\_\_\_ : \_\_\_\_\_  
c/o \_\_\_\_\_, Manager  
(address)

Telephone No.  
Facsimile No.

To Town: David Browning, Mayor  
155 F Road  
Loxahatchee Groves, FL 33470  
Telephone No. (561) 793-2418  
Facsimile No. (561) 793-2420

With copy to: Office of the Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (561) 276-9400  
Facsimile No. (954) 771-4923

or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Entire Agreement.* This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(c) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the Town and \_\_\_\_\_ shall agree in writing to such Amendment.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(e) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(f) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

(g) *Relationship of Parties.* This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that \_\_\_\_\_ is an independent contractor under this Agreement and not the Town's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. \_\_\_\_\_ shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. \_\_\_\_\_ agrees that it is a separate and independent enterprise from the Town, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between \_\_\_\_\_ or other \_\_\_\_\_ personnel and the Town, and the Town will not be liable for any obligation incurred by \_\_\_\_\_ or other \_\_\_\_\_ personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

(h) *Extent of Agreement.* This Agreement represents the entire and integrated agreement between the Town and \_\_\_\_\_ and supersedes all prior negotiations, representations or agreements, either written or oral.

(i) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(j) *Amendment.* It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(k) *No Contingent Fees.* \_\_\_\_\_ warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for \_\_\_\_\_ to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(l) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by \_\_\_\_\_ without the prior written consent of the Town.

(m) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

(n) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(p) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

(q) *Public Records.* \_\_\_\_\_ shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, \_\_\_\_\_ shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the Town, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the agency.

The Town shall have the right to immediately terminate this Agreement for the refusal by \_\_\_\_\_ to comply with Chapter 119, Florida Statutes. \_\_\_\_\_ shall retain all records associated with this Agreement for a period of five (5) years from the date of expiration of this Agreement.

(r) *Office of Inspector General.* \_\_\_\_\_ is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Invitation to Bid, and in furtherance thereof may demand and obtain records and testimony from \_\_\_\_\_ and its subcontractors and lower tier subcontractors. \_\_\_\_\_ understands and agrees that in addition to all other remedies and consequences provided by law, failure of \_\_\_\_\_ or its Subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. \_\_\_\_\_ shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by \_\_\_\_\_, its subcontractors or lower tier subcontractors.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

By: \_\_\_\_\_  
David Browning, Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, and acknowledged execution of the foregoing Professional Services Agreement as the duly authorized official of \_\_\_\_\_, to execute same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**SECTION I, "SCOPE OF WORK," RFP 2015-**