



REQUEST FOR QUALIFICATIONS

FOR

**PROFESSIONAL CONSULTING SERVICES ON CONTINUING
CONTRACT BASIS FOR ROADWAY, STORMWATER,
DRAINAGE AND WATER QUALITY ENGINEERING SERVICES,
TRAFFIC ENGINEERING, LAND SURVEYING, DEVELOPMENT
REVIEW SERVICES, AND PLANNING SERVICES**

RFQ # 2022-01

LEGAL NOTICE
REQUEST FOR QUALIFICATIONS (RFQ) # 2022-01

The Town of Loxahatchee Groves (the “Town”) is soliciting sealed submittals from qualified individuals and/or Firms for RFQ# 2022-01 “Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services”

RFQ documents may be downloaded online at www.demandstar.com or loxahatcheegrovesfl.gov starting on **September 30, 2022**. Submittals must be received on or before **November 1, 2022, at 4:00 PM Local Time** and may be submitted electronically through Demandstar or delivered/mailed to the Town Clerk’s Office at the address below.

- Electronic submittals will only be accepted when submitted through Demandstar. *E-mailed submittals will not be accepted.*
- Paper Submittals (one original and one PDF Copy, either CD or thumb drive) may be delivered to the Town Clerk’s Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Receipt of a submittal by any Loxahatchee Groves personnel other than the Town Clerk’s Office does not constitute "receipt" as required by this solicitation. The Town Clerk’s Office time stamp shall be conclusive as to the timeliness of receipt.

All submittals will be publicly opened and read on November 1, 2022 at 4 p.m. All submittals must be plainly marked as follows: **“RFQ # 2022-01 - Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services”**

Evaluation/Short-list Committee Review will be held on November 10, 2022, at 9:00 A.M. Local Time in Town Hall, 155 F Road, Fl. 33470. Presentations and oral interviews will be conducted on November 17, 2022, beginning at 9:00 A.M. Local Time.

In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this RFQ, to accept or reject any or all RFQ submittals (in whole or in part) with or without cause, to waive all technicalities, nonmaterial irregularities or informalities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town.

Any and all questions regarding this solicitation shall be directed to Lakisha Burch, Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Ph 561-793-2418 or email: lburch@loxahatcheegrovesfl.gov.

Publish: Palm Beach Post October 4, 2022.
DemandStar September 30, 2022.

KEY DATES *

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| 1. Release of RFQ: | September 30, 2022 |
| 2. Deadline to submit Request for Information (RFI's): | October 11, 2022 |
| 3. RFQ Submittal Deadline: | November 1, 2022, 4:00 PM |
| 4. Evaluation/Short-list Committee Review: | November 10, 2022, 9:00 AM |
| 5. Presentations and Oral Interviews: | November 17, 2022,
beginning at 9:00 A.M |
| 6. Council Recommendations for Contract Negotiations: | December 6, 2022 |
| 7. Contract Negotiations / Executions Finalized: | December 20, 2022 |
| 8. Award Recommendations to Town Council: | January 3, 2023 |

** Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.*

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SECTION 1 GENERAL REQUIREMENTS

1.1 Introduction

The objective of this solicitation is to select and enter into a multi-year Continuing Professional Services Agreement with qualified professional service providers, generally described as: A) Roadway, Stormwater, Drainage and Water Quality Engineering Services, B) Traffic Engineering, C) Land Surveying, and D) Development Review Services. In addition, the Town is seeking planning services to meet the Town's long-range planning and development review needs. The planning services may be provided, but do not have to be provided by a professional service provider as professional services are defined by section 287.055(2)(a) Florida Statutes. The successful Firm for each discipline shall be responsible for providing Professional Consulting Services and/or planning services at locations and times specified by the Town; shall be completely responsible for the supervision of such personnel in accordance with contract documents and shall exercise exclusive control over persons employed to fulfill the contract requirements, in accordance with the RFQ specifications and related contract. The Town reserves the right to select more than one Firm.

Generally, services anticipated include studies; analyses; field investigations; preparation of planning documents; preparation of plans, specifications, estimates and contract documents for construction and other capital projects; technical support; cost estimation; permitting; studies and investigations and other technical services as required. Work to be performed in accordance with all applicable Federal, State and local laws, rules and regulations and current industry standards.

Professional services will be for work that is estimated not to exceed \$4,000,000 in basic construction costs or \$500,000 in fees for studies for professional services pursuant to Section 287.055, Florida Statutes. A work order or similar document along with a purchase order will be issued for each project or task. All work normally will be performed by the Consultant at an off-site location (not in the Town's offices). The Consultant will be required to provide its own equipment, materials and technical tools. The Town will not allow Prime Consultant markups on any services provided by a sub-consultant.

A work order or similar work authorization document along with a purchase order will be issued for each project or task for planning services.

Due to the fact that most Firms do not furnish all the services requested herein, when multi-disciplinary teaming is required and applicable, all Firms selected agree that they may be retained as another professional Firm selected in this process.

It is not necessary for any service provider to submit for all of the services being requested or combine with other service providers to cover all the disciplines sought by this RFQ. A service

provider may submit qualifications for as few as only one discipline or category. Please specifically identify which of the service categories your Firm would like to be considered for by filling out the attached Preferred Disciplines Form 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.

1.2 Term of Contract:

The selected consultant will be expected to execute the Town's standard contract for professional services. The initial contract term shall be for three (3) years from the effective date of the contract.

The Town reserves the right to renew the contract for two (2) additional one (1) year periods, provided that both parties agree to the renewal; all terms, conditions, and specifications remain the same, and such renewal is approved by the Town. 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.

In the case where a specific project has begun, and the contract period has expired, the contracted Firm will continue with the project until its completion. The Town will extend the contract period to cover the additional time required to complete the project.

1.3 Minimum Qualifications and Experience for Services other than Planning:

- A. The selected Firms, and sub-consultants, shall be registered in the State of Florida to perform the professional services requested in this RFQ. The Firm shall have State of Florida registered professionals for specified fields. (i.e., Professional Engineer, etc.);
- B. The selected Firms shall have been in business and have a minimum of five (5) years' experience in providing the professional services contemplated under this RFQ;
- C. Contract Manager shall be licensed in the State of Florida to provide at least one of the service categories/disciplines listed; have a minimum 5 years of experience with municipal professional service contracts and shall have served as the Contract Manager for similar contracts;
- D. Project Manager for each service category/discipline must be licensed in the State of Florida as a Professional Engineer and have a minimum of five (5) years of experience in the applicable professional service category/discipline and have served as project manager on similar projects on a minimum of three (3) previous occasions.

1.4 Statement of Work

The Town of Loxahatchee Groves and the Loxahatchee Water Control District, a dependent district of the Town, are seeking engineering and planning services in the following areas or disciplines.

Listed under the disciplines are a representative example of some or all of the tasks the Town and District may require. The Town and District may retain one or more Firms within each discipline to accomplish the work needed. Once a firm is under contract the Town Council and/or the Town Manager will assign specific tasks or work to the Firm(s) within the discipline or area the Firm has been selected for.

A. Roadway, Stormwater, Drainage, and Water Quality:

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 and the Loxahatchee Water Control District, a dependent district of the Town. 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, if appointed as such by the Town Council, will act as the Loxahatchee Water Control District's District Engineer in accordance with Chapter 298, Florida Statutes. 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.

The Town is requesting proposals to assist the Town with projects to be completed by Professional Civil Engineer registered in the State of Florida. The tasks that may be requested by the Town include, but are not limited to:

1. Stormwater Management, Drainage and Water Quality:
 - a. Overall Water Control District System Analysis and Assessment
 - b. Financial/Feasibility Studies
 - c. Surface Water Conveyance Systems
 - d. SFWMD Permitting (Water use and ERP)
 - e. Stormwater Pump Stations Analysis and Design
 - f. Water Control Structures
 - g. Drainage Studies
 - h. Regulatory Compliance
 - i. Roadway, Street and Neighborhood Drainage Improvements Canal Bank Erosion and Restoration
 - j. NPDES Studies / Investigations
 - k. Review and modification to the Loxahatchee Water Control District water control plan

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- l. Stormwater pollution Prevention Plans and Specifications
 - m. Canals, swales, and culverts
 - n. Stormwater management studies and calculations.
 - o. Water Quality Studies and Investigations
 - p. environmental engineering design
 - q. hazardous waste remediation
 - r. environmental impact statements, phase one environmental analyses and other related environmental engineering services
 - s. noise management studies
 - t. wetlands mitigation
 - u. Develop and revise as needed standard design details and construction specifications for town roadway and drainage systems.
2. Roadway Improvement/Expansion and General Design Services:
- a. New roadway
 - b. Existing roadway expansion
 - c. Intersection analysis
 - d. Traffic Signalization
 - e. Pedestrian crossings
 - f. Equestrian Crossings
 - g. Equestrian trails and multiuse pathways
 - h. Traffic control plans
 - i. Driveway connections
 - j. Paving, Grading and drainage
 - k. Landscape/irrigation improvements
 - l. Bridge and culvert design
 - m. Existing bridge inspections and rehabilitation recommendations
 - n. Misc. public facility improvements design as needed.
 - o. Cost Estimation and Budget Support
 - p. Landscape Architect as required for landscape/irrigation plans/projects

B. Traffic Engineering Services:

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 tasks that may be requested by the Town include, but are not limited to:

1. Site plan review
2. Traffic study/Access review
3. Comprehensive plan review and analysis
4. Intersection capacity analysis

5. Code compliance review
6. Traffic counts
7. Bridle path counts
8. Traffic calming studies and design
9. “U” turn analysis
10. General Traffic Engineering and Planning
11. Arterial analysis
12. Traffic signal warrant analysis
13. Intersection design, sidewalk, turn lanes, street light studies, and design
14. Ingress/egress, number, location and geometry
15. Access layout and geometric design
16. Number and layout of parking stall/aisles
17. Vehicular storage at ingress/egress locations
18. Loading zones
19. Sight lines/visibility triangles
20. On/off street parking impacts
21. Pedestrian/vehicular conflicts
22. Attendance at any Town meetings involving projects of the Traffic Engineer
23. Assistance with review of any development petitions and traffic impact studies to ensure compliance with local and state laws
24. Coordination with Town to resolve any issues involving interpretation and implementation of any traffic standards, if applicable
25. Providing input relative to zoning amendments as they involve traffic and transportation planning

C. Land Surveying Services:

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 scope of the aforementioned services provided by Surveyor to Town may include, but are not limited to, the following:

1. Topographic surveys
2. Boundary surveys
3. As-built surveys
4. Construction layout
5. Control surveys
6. Hydrographic surveys
7. Land platting
8. Mean high water line surveys
9. Land platting

10. Mean high water line surveys
11. Quantity surveys
12. Special purpose or miscellaneous surveys

All surveying and/or mapping work and services shall be performed by duly licensed Florida surveyors and mappers, as applicable and as required by law. Staff members shall be licensed to the extent required by law and certified to conform to the level of tasks being performed by the individual.

D. Development Review Services:

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. 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. The Development Review Services are intended to be funded primarily by Cost Recovery from applicants for development permits. It will be necessary for the Development Review Service Providers to maintain accurate records of time spent for review not only by the Town but potentially by applicants.

E. Planning Services General Description:

The Town is seeking planning services to meet its needs for revising and administering its comprehensive plan, land development regulations and related codes, development of Town facilities, conducting necessary planning studies providing development review services, and assisting in code compliance. All assignments and tasks will be given to the Firm by the Town Manager and report to the Town Manager, who shall be responsible for administering the overall planning function and reporting on planning issues to the Town Council. It is anticipated the planning services will fall within two broad classifications Long Range Planning and Development Review Services. The Development Review Services are intended to be funded primarily by Cost Recovery from applicants for development permits. It will be necessary for the Development Review Service Providers to maintain accurate records of time spent for review not only by the Town but potentially by applicants.

Long Range Planning may include but will not necessarily be limited to following functions:

1. Make recommendations regarding land use and zoning changes that promote the Town's development goals.

2. Perform code and comprehensive plan updates and amendments as requested by the Planning and Zoning Board, Town Administrator, and/or Town Council.
3. Coordinate, develop and interpret the Town's Comprehensive Plan and Land Development Regulations.
4. Review and disseminate information pertaining to legislation adopted by the State of Florida affecting the Town's comprehensive plan and land development regulations.
5. Perform planning studies, including preparation of Town ordinances, project outlines, selection of data sources, designing reports on capital improvements, zoning changes, historic preservation issues, and zoning district planning.
6. Assist in creating maps, reports, statistical compilations and other materials necessary to the planning process.
7. Attend Town Council meetings, Planning and Zoning Board meetings, Roadway, Equestrian Trails, and Greenway Committee meetings, Unified Land Development Committee meetings and other related meetings as requested.
8. May act as liaison on behalf of the Town with Palm Beach County, other municipalities, Treasure Coast Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies who interact with Loxahatchee Groves on the review and implementation of planning and land development permits, programs, and studies.
9. Prepare and submit Evaluation and Appraisal Report, Update to the Capital Improvement Element of the Comprehensive Plan, and the Water Supply Facilities Work Plan as required.
10. Interpret the Town's comprehensive plan and zoning code and issue official interpretations.
11. Performs other duties as assigned or directed by the Town Manager and/or the Town Council.

Development Review Services may include but will not necessarily be limited to following functions:

1. Perform cursory reviews of applications for the public prior to submittal for Building, Planning and Zoning permits.
2. Provide intake services on development permit submittals and applications.
3. Review and comment on applications and petitions for completeness and assists in the preparation of all staff reports as directed by the Town Manager for the Town Council, Planning and Zoning Board, and Roadway, Equestrian Trails, and Greenway Committee.
4. Review business tax receipts applications, and oversee permitting of commercial, offices, apartments / condominiums, and single family residential, and accompanying auxiliary structures and uses for compliance with the Town's Comprehensive Plan and Land Development Regulations.
5. Coordinate current planning activities, including plan review of development projects.
6. Provide direction regarding zoning interpretations and procedures.
7. Attend Town Council meetings, Planning and Zoning Board meetings, Roadway, Equestrian Trails, and Greenway Committee meetings and other related meetings as requested.

8. Manage any consultants, as directed to by the Town Manager, hired to implement or assist with any job functions within this description.
9. Meet with residents, developers, architects, landowners, and the general public as needed.
10. Review, update and create forms as required in the Town's Code of Ordinances and/or listed in Land Development Regulations.
11. Provide assistance and guidance to code compliance staff in enforcing the Town's comprehensive plan, code of ordinances and development orders.
12. Provide landscape architect and/or arborist to assist Town in reviewing development permits for compliance with the landscape provisions of the Town's land development regulations and inspections of property within the Town to ensure compliance with landscaping requirements mandated by code or development permit.
13. Performs other duties as assigned or directed by the Town Manager and/or the Town Council.

All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code, the Town of Loxahatchee Groves Charter, Comprehensive Plan and Code of Ordinances and all other applicable codes and standards governing the Services.

Minimum Qualifications and Experience for Planning Services.

Respondent's Principal in Charge must possess a minimum of (5) years' experience of professional planning and/or zoning experience in the local public sector. American Institute of Certified Planner (AICP) certification and experience with small Town development and agricultural properties and businesses required. (A comparable amount of training, education or experience may be substituted for the minimum qualifications, at the sole discretion of the Town).

Respondent shall meet all legal, technical and professional requirements for providing the requested Services.

Each respondent shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Town reserves the right to make investigations of the respondents' qualifications, experience, past or current services provided to clients, or any of its agents, as it deems appropriate.

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 No Oral Interpretations of the RFQ; Reviewing RFQ; Addenda

No Person is authorized to give oral interpretations of, or make oral modifications to, this RFQ. Therefore, any oral statements about the RFQ by the Town's representatives, agents or employees

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shall not be binding on the Town and should not be relied upon by a Firm. By submitting proposals, a Firm certifies that its submitted proposals are made without reliance on any oral representation by the Town, its agents, or employees. Each Firm should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the Firm to ensure that he or she has received and understands all of the pages of the RFQ and those provisions set forth therein. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format. If a Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, it shall immediately notify the Town of such error, in writing, and request modification or clarification of the document. Any modification made to this RFQ will be issued as an addendum. If a Firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFQ known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than **4 p.m. on Thursday, October 11, 2022**, each Firm shall deliver to the Town all of the Firm's questions concerning the intent, meaning and interpretation of this RFQ. Each Firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A Firm's questions may be delivered to the Town by hand delivery, mail, or e-mail but all such submittals shall be in writing and addressed to:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

If revisions to this RFQ become necessary, the Town will issue a written addendum. The Town will endeavor to make certain that all participating Firm(s) receive such addendum by posting the addendum on the Town's website (www.loxahatcheegrovesfl.gov). However, it shall be the sole responsibility of every Firm to verify with the Town whether any addenda have been issued prior to submitting a sealed proposal. If one or more addenda are issued, the Firm must acknowledge receipt and review of addenda in the Proposal Submittal Form and Acknowledgement which is attached hereto as **Exhibit B**. The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect the proposals submitted in response to this RFQ.

1.6 Cost of Proposal Preparation

The Firm shall assume all risks and expenses associated with the preparation and submittal of a proposal in response to this RFQ. The Town shall not be liable for any expenses incurred by the Firm when responding to this RFQ, which will include, but is not limited to, the cost of making presentations to the Town.

1.7 Implied Requirements

Any Products and services not specifically mentioned in this RFQ, but which are necessary to provide the services described by this RFQ, shall be included in the proposal by the Firm. It is intended that this RFQ documents set forth and describe the requirements and response format in sufficient detail to ensure that comparable proposal(s) are submitted to the Town.

1.8 OSHA:

The Firm warrants that the services provided to the Town shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Firm responsible for same.

1.9 Liability, Insurance, Licenses, and Permits:

Where the Firm is required to enter or go onto the Town property to deliver goods, materials, or perform work or services as a result of an RFQ award, the successful Firm will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and the Town ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The Firm shall be liable for any damages or loss to the Town occasioned by negligence of the Firm (or agent) or any person the Firm has designated in the completion of the contract as a result of the proposal of this RFQ.

1.10 Default/Failure to Perform:

Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Firm to accept the award, to furnish required documents, and/or to fulfill any portion of the resulting contract within the time stipulated.

Upon default by the successful Consultant to meet any terms of this Request for Qualifications submittal, related agreement, and work authorization(s) the Town will notify the Consultant three (3) days (Saturday, Sundays and Holidays excluded) to remedy the default. Failure on the Consultant's part to correct the default within the required three (3) days may result in the contract being terminated and upon the Town notifying in writing the Firm of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the work under the contract or specific work authorization within the time specified.

- C. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Firm incapable of performing the work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.
- G. Failure to pay subcontractors or others pursuant to work done under the resulting contract.

In the event of default of a contract, the successful Firm shall pay the entire Town's attorney's fees and court costs incurred in collecting any damages. The successful Firm shall pay the Town for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the Consultant enters into the terms and conditions of the contract shall control.

1.11 Cancellation:

The Town reserves the right to cancel the resulting contract by written notice to the Firm effective the date specified in the notice, and the following will apply:

- A. The Firm is determined by the Town to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the Town. In the event the Firm is found to be in default, the Firm will be paid for all labor and materials provided to the satisfaction of the Town as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The Firm waives any claims to the same.
- B. The Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience.
- C. Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.
- D. To the extent of a conflict with this provision and the contract the consultant enters into the terms and conditions of the contract shall control.

1.12 Instructions – Awarded Firm:

Invoices, unless otherwise indicated by the Town, must show purchase order numbers and shall be submitted to the Project Manager and copy Billing, 155 F Road, Loxahatchee Groves, FL 33470. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

1.13 Litigation concerning RFQ and Resulting Contract

The submission of a proposal by a Firm shall serve to confirm the agreement, as follows:

- A. Any and all legal actions necessary to interpret or enforce this RFQ or the resulting contract shall be governed by the laws of the State of Florida; and
- B. The exclusive venue for any litigation concerning this RFQ or the contract shall be the state and federal courts in and for Palm Beach County, Florida.

1.14 Public Entity Crimes:

In accordance with Section 287.133, Florida Statutes, any 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, or reply on a contract to provide any goods and/or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list

1.15 Conflict of Interest and Code of Ethics:

This RFQ is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, the Palm Beach County Inspector General Ordinance, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. If any Firm violates or is a party to a violation of an applicable Code of Ethics or Inspector General Ordinance, such Firm may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the Town. All Firms must complete the Conflict-of-Interest Form attached hereto as Exhibit D.

1.16 Non-Collusion:

The Firm certifies, through the submittal of its proposal, that the proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation, or other entity submitting a proposal for the same services and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the Town may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

1.17 Florida Public Records Act:

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the statutory requirements established within Chapter 119, known as the Florida's Public Records Law, except as may be exempt or confidential pursuant to Chapter 119 or any other statutory provision or federal law. If any Firm believes its proposal contains exempt or confidential information, the Firm must identify the information at the time of the submission of the proposal to the Town. The failure of the Firm(s) to notify the Town of any alleged exempt or confidential information may result in the waiver of such exemption or confidentiality.

1.18 Legal Requirements:

Each Firm must comply with all federal, state, and local laws, ordinances, policies, rules, and regulations that are applicable to this RFQ and the work to be performed under the Contract. A Firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

1.19 Indemnification:

In consideration of the sum of Twenty-Five Dollars (\$25.00) and other good and valuable consideration, the sufficiency of which the Firm hereby acknowledges, to the fullest extent permitted by law, the Firm shall defend, indemnify and save harmless Town, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and persons employed or utilized by the Firm in the performance of the Contract.

The Parties recognize that the Firm is an independent contractor. Subject to the provisions and limitations of Florida laws, the Firm agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Firm in the performance of the resulting Contract. The Firm's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Firm against the Town and the Firm hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the resulting Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract.

RFQ # 2022-01
SECTION 1 GENERAL INSTRUCTIONS

Subject to the limitations set forth in this Section, the Firm shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Firm's expense. The Town shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Firm of any of its obligations hereunder. If the Firm assumes control of the defense of any third-party claim in accordance with this paragraph, the Firm shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Firm shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Firm has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the Firm and the Town that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Firm expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Sums otherwise due to the Firm under the resulting Contract may be retained by Town until all of Town's Claims for indemnification under the Contract have been settled or otherwise resolved. Any amount withheld pursuant to this section shall not be subject to payment of interest by Town.

The execution of the resulting Contract by the Firm shall operate as an express acknowledgment that the indemnification obligation is part of the bid documents and/or Contract Documents for the scope of services to be provided to the Town and the monetary limitation on indemnification in this section bears a reasonable commercial relationship to the Contract. Nothing in this section is intended, or should be construed, to negate, abridge or otherwise reduce the other rights and obligations of indemnity that may otherwise exist as to a party described in this section.

Nothing in this section is intended to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the resulting Contract, to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

The indemnification obligations set forth herein shall survive the termination and/or expiration of the Contract.

1.20 Lobbying/Cone of Silence:

Ordinance No. 2020-02 of the Town of Loxahatchee Groves, Florida amended the Town’s Code of Ordinances by enacting Article V “Procurement” of Chapter 2 “Administration” and included a new section 2-135 “Cone of Silence”, which required any person participating in a competitive solicitation issued by the town comply with section 2-355 of the Palm Beach County Code of Ordinances, as amended. Section 2-355 of the Palm Beach County Code of Ordinances restricts communications between the Firms or anyone representing the Firms and any member of the Town Council, the Town Manager, or Town employee authorized to act on behalf of the Town Council to award the contract. This “Cone of Silence” is in effect from the date/time of the deadline for submission of the RFQ and terminates at the time that the Town Council approves a contract or rejects all proposals. Violations of the “Cone of Silence” shall disqualify any Firm.

1.21 Insurance:

Prior to execution of the resulting contract derived from this RFQ, the awarded Firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Firm of its liability and obligations under the resulting contract.

A. Professional Liability. The selected Firm shall maintain during the term of the contract, standard Professional Liability Insurance, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000.00, the Town reserves the right, but not the obligation, to review and request a copy of the Firm’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, the Firm warrants the retroactive date equals or precedes the effective date of the awarded contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, the Firm shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

- B. Commercial General Liability.** The Firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the Firm or by anyone directly or indirectly employed by or contracting with the Firm.
- C. Worker’s Compensation.** The Firm shall carry Workers’ Compensation Insurance and Employer’s Liability Insurance for all employees as required by Florida Statutes.
- D. Business Automobile Liability.** The Firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Firm or by anyone directly or indirectly employed by the Firm.
- E. Cyber Liability.** The Firm shall maintain Cyber Liability insurance with limits not less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

All insurance, other than Professional Liability, to be maintained by the Firm shall specifically include the “Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates” as an “Additional Insured”.

The selected Firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the selected Firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Firm enter into such a contract on a pre-loss basis. All deductible amounts shall be paid

for and be the responsibility of the selected Firm for any and all claims under any resulting contract. It shall be the responsibility of the selected Firm to ensure that all subcontractors comply with the same insurance requirements herein.

1.22 Records and Audits:

The awarded Firm shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The awarded Firm shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

1.23 Duty to Update Records:

It shall be the responsibility of any individual or Firm contracted by the Town for any Type(s) of Work to notify the Town promptly of any substantive amendment to the information provided in this Request for Qualifications package submittal, as well as to update that information on an annual basis.

1.24 Protest Procedures

A Firm(s) may protest the RFQ solicitation in accordance with those provisions delineated within Chapter II, Article V of the Town’s Code of Ordinances.

1.25 Palm Beach County Office of Inspector General:

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

1.26 Ownership of Work Products:

All work products, including all electronic and non-electronic plans, notes, drawings, studies, calculations, sketches and other documents produced on behalf of the Town by any individual or Firm, are the property of the Town and shall be provided to the Town prior to final payment.

All documents, reports, drawings, information (verbal or written) and other data (collectively “Proprietary Information”) furnished to the awarded Firm by the Town shall be the sole property of the Town and shall not be sold, licensed, transferred, disclosed or otherwise made available to any person or Firm without the written consent of the Town.

1.27 Scrutinized Companies:

As provided in Section 287.135(2)(a) of the Florida Statutes, a Firm submitting a proposal, or entering into any agreement with the Town, or performing any work in furtherance hereof, the Firm

expressly certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The Firm shall complete the attached Scrutinized Companies Certification Form which is attached here as Exhibit G.

1.28 Compliance with F.S. 448.095:

The Town requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for The Town are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires.

1.29 Prohibition on Contingent Fees and Truth in Negotiation:

The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure the resulting contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of such contract.

In accordance with the provisions of Section 287.055, Florida Statutes, the Firm, if awarded a contract hereunder, agrees to execute a truth-in-negotiations certificate and agrees that the contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION 2 INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

2.1 Introduction and General Information

This RFQ will establish a multi-year contract for the provision of PROFESSIONAL CONSULTING SERVICES FOR ROADWAY, STORMWATER, DRAINAGE AND WATER QUALITY ENGINEERING SERVICES, TRAFFIC ENGINEERING, LAND SURVEYING, DEVELOPMENT REVIEW SERVICES, AND PLANNING SERVICES as and when needed, and in accordance with Section 287.055, Florida Statutes. The successful Firm(s) shall be responsible for providing services at locations and times specified by the Town; shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms, and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFQ specifications and related contract.

Qualifiers will have the option of submitting qualifications for one (1) or any combination of professional consulting work listed above. These Firms and individuals (hereinafter “Firm”) shall be duly licensed and registered to practice in the State of Florida, and desire to render such services to the Town.

Pursuant to Section 287.055, Florida Statutes, any Firm desiring to provide professional services to the Town must first be certified by the Town as qualified pursuant to law and the regulations of the Town. The Town must find that the Firm is fully qualified to render the required services. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the Firm. The information submitted by each Firm in the written RFQ response will be used by the Town to make this initial determination.

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.

2.2 Instructions for Submitting:

Submittals must be received on or before November 1, 2022, at 4:00 PM Local Time and may be submitted electronically through Demandstar or delivered/mailed to the Town Clerk's Office at the address below.

- A. Electronic submittals will only be accepted when submitted through Demandstar. E-mailed submittals will not be accepted.
- B. Paper Submittals (one original and one PDF Copy, either CD or thumb drive) may be delivered to the Town Clerk's Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Receipt of a submittal by any Loxahatchee Groves personnel other than the Town Clerk's Office does not constitute "receipt" as required by this solicitation. The Town Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

All submittals will be publicly opened and read on November 1, 2022 at 4 p.m. All submittals must be plainly marked as follows: **“RFQ # 2022-01 - Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services”**

The Town will not accept separate submittals for each separate discipline or category. Firms not proposing on a particular discipline or category shall include a “No Proposal” sheet under the specific tab for that discipline or category. The Town reserves the right to request any additional information, from any Firm, deemed to be in the Town's best interest.

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.

RFQ SUBMITTAL ORGANIZATION

The following documentation shall be included as a minimum in the submittal to the Town. Firms should carefully follow the format and instructions outlined 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 nonresponsive and may not be considered for contract award.

A. Cover Page:

The cover page should include the Firm's 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 Firm's qualifications, experience, ability and capability to perform the services required.

D. Firm's 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 Firm's 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 four (4) 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. Included within the staffing plan should be the following information related to Contract Manager: Name, Office Location, Contact Information, Relevant Experience, Education, Licenses/Registrations.
2. Project Manager Name, Office Location, Contact Information, Relevant Experience, Education, Licenses/Registrations.
3. The Firm shall provide a detailed response to its work approach in addressing the requirements of the service tasks identified in Section 1.4 A-E.
4. Within the service tasks identified in Section 1.4 A-E, the Firm must describe its ability and capabilities associated with the described service.
5. Respondent shall provide other pertinent data or information deemed necessary by the Firm 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 Firm's familiarity with applicable building codes, permitting agencies, permit applications and permitting procedures (as applicable).
6. Firm's ability to provide accurate construction cost estimates and value engineering (as applicable).
7. Firm'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.
8. Provide a statement confirming the Firm's availability to begin the tasks specified herein and confirming its availability to continue the work on an ongoing and as needed basis.
9. Firms 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.
10. The Firm 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.
11. Pending, Ongoing and Past (last 3 years) Lawsuits and Claims with Clients, sub-consultants and Vendors. Include Locations/Clients where Firm has been barred, disqualified or prohibited from providing professional services

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

F. Required Documents:

The following documents are required to be submitted in conjunction with this RFQ and shall be submitted in order shown below on the forms provided as attachments to this RFQ. Failure by the respondent to include any submission document(s) may result in the disqualification of the RFQ.

SECTION 2 INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

Tab # 1	Submitting Firm Checklist (Exhibit A)
Tab # 2	Town Proposal and Acknowledgement Form (Exhibit B)
Tab # 3	Preferred Disciplines Form (Exhibit C)
Tab # 4	Conflict of Interest Form (Exhibit D)
Tab # 5	Non-Collusion Affidavit (Exhibit E)
Tab # 6	Drug-Free Workplace Form (Exhibit F)
Tab # 7	Scrutinized Companies Certification Pursuant to Fla. Stat.§ 215.4725 (Exhibit G)
Tab # 8	E-Verify Memorandum of Understanding (MOU) (Exhibit H)
Tab # 9.	Sworn Statement of Public Entities Crimes (Exhibit I)
Tab # 10	Affirmative Action Policy (Exhibit J)
Tab # 11	References - A maximum of four (4) Client References including names, titles, addresses, telephone number and e-mail address (Exhibit K). Only the references provided in the attached form will be contacted, unless the Town determines additional reference checks are required.
Tab #12	Insurance Certification (Exhibit L)
Tab #13	Current License(s)/ Certificates of Authorization / Registration(s) of the Firm and sub-consultants to perform the applicable services in Florida (Exhibit M)

In addition to the above documents, the following information must be provided for each of the engineering and planning disciplines or categories listed in the Section 1.4 of the RFQ and shown as selected on the “Preferred Disciplines Form” (Exhibit C) noted above.

The disciplines or categories shall be included in the following order:

Tab #14	Roadway, Stormwater, Drainage and Water Quality Engineering Services
Tab #15	Traffic Engineering Services
Tab #16	Land Surveying Services
Tab #17	Engineering Development Review Services
Tab #18	Long Range Planning
Tab #19	Planning Development Review Services

If not submitting for a discipline or category, the Respondent must include a tab or page indicating “No Proposal.”

For each discipline or category in Tabs # 14 through # 19, provide the following information:

1. Overview of Capabilities
2. Project Team Organization / Members of Sub-consultants – Project Role, Name, Location, Contact Information

3. Team Members - Project Role, Experience, Education, Licenses/Registrations, Location
4. Relevant Projects with Project Name, Location, Client, Year Complete, Description, Contact Information
5. Demonstration/Summary of Experience with Regulatory and Permitting Agencies in South Florida
6. Demonstration of Cost & Quality Control Performance for Similar Work

Submittals provided in Tab #14 through Tab #19 (below) are limited to five pages front and back per Tab/Discipline.

Each RFQ response package submitted shall be signed by an authorized principal of the Firm. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the Firm.

All RFQ response submittals must be delivered as specified. To be considered, the Firm must respond to all parts of the RFQ.

2.3 RFQ Opening:

Responses to this RFQ shall be opened and publicly read in the **Town Hall, 155 F Road Loxahatchee Groves, FL 33470** on **November 1, 2022 at 4:00 PM Local Time**. All responses received after that time shall be returned, unopened.

All RFQ responses submitted shall include the completed RFQ forms and information. RFQ responses may be considered “Non-Responsive” if the required information is not submitted by the date and time specified.

Before submitting the RFQ response, each Respondent shall make all investigations and examinations necessary to ascertain if any addenda were issued.

2.4 Contact Person:

For any additional information regarding the specifications and requirements of this RFQ contact Lakisha Burch, Town Clerk, 155 F Road, Loxahatchee Groves, FL 33470. Phone (561) 793-2418; e-mail lburch@loxahatcheegrovesfl.gov.

2.5 RFQ Clarification/ Interpretations/ Addenda:

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 by email to Lakisha Burch, Town Clerk, lburch@loxahatcheegrovesfl.gov.

The RFQ title/number shall be referenced on all correspondence. All questions must be received no later than **October 11, 2022, at 4:00 PM**. All responses to questions / clarifications will be sent to all prospective Respondents in writing via Demandstar and the Town website. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by the Town. It shall be the responsibility of any prospective Respondent to ensure receipt of all addenda issued.

Any interpretation of the RFQ, if made, will be made only by an Addendum duly issued by the Town. The Town shall issue an Informational Addendum if clarification or minimal changes are required. The Town shall issue a Formal Addendum if substantial changes which impact the technical submission of the RFQ are required. In the event of conflict with the original RFQ Documents, the Addendum shall govern all other RFQ and Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.8 Selection Criteria:

Following the opening of the response packages, the responses will be evaluated by an Evaluation/Selection Committee in accordance with the Town’s Purchasing Manual and section 287.055, Florida Statutes (“Consultant’s Competitive Negotiations Act”). Awards shall be made to the responsible Firm or Firms whose qualifications are determined to be the most advantageous to The Town.

2.8.1 Written Submittal Evaluation Criteria:

Once each Firm has been determined to be qualified to perform the required services, each Member of the Evaluation/Selection Committee will evaluate the written proposals for discipline content based on the criteria and point system listed in the table below. A maximum of 100 points is achievable.

Written Submittal Scoring Criteria	Max
Discipline	
• Qualifications of the Firm	15
• Contract Approach / Methodology	15
• Qualifications of the Project Manager	10
• Minority Enterprise as certified by the State	5
• Experience with the Town’s Code of Ordinances, District’s Water Control Plan, and SFWMD regulations	5
• Knowledge of the principles, practices, and related Federal and State laws and regulations related to grant preparation	5
• Technical Capabilities	15
• Team Member Qualifications	10

SECTION 2 INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

<ul style="list-style-type: none"> • Relevant Project Experience • Permitting Experience 	<p>10</p> <p>10</p>
Total Written Submittal Score	100

Upon completion of the written evaluation, rating and ranking, The Town will conduct oral interviews with a minimum of three short listed Firms (if possible) for each of the disciplines.

2.8.2 Oral Interview Criteria

The short-listed Firms in each discipline or category shall be required to attend a presentation and interview session with the members of the selection committee. Selection committee members will ask a variety of questions pertaining to the work and the information contained in each Firm’s RFQ submittal. Questions will not be provided in advance. It is highly encouraged that team members assigned to perform the Town’s work attend the interview. We are interested in understanding the technical abilities of team members actually assigned to perform the Town’s work. Pursuant to Florida Statute Section 286.0113, all interview presentation sessions shall be closed to the public. Following the interview, the Selection Committee will score each Firm based on the criteria listed in the table below. Selection committee scoring sessions shall be opened to the public.

Please note that the scores from the written proposal process will be included in the final ranking for award preference. There will be a potential total of 150 points, 100 based on the written evaluation and 50 from the oral interviews.

Oral Scoring Criteria	Max
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<p>Answers to Questions:</p> <ul style="list-style-type: none"> • Ability, knowledge of design criteria and past performance of Firm and the designated project team to satisfy the requirements of the RFQ. Areas of consideration in the evaluation: Professional qualification of proposed project team to perform subject work, demonstrated knowledge of design criteria for similar projects, demonstrated past performance of the Firm and project team in completing similar projects. Past performance and willingness to meet time and budget requirements considering the location, recent, current and projected workloads of the firm. • Approach to the RFQ, understanding of the projects and quality of the presentation/written response. Areas of consideration in the evaluation: <ul style="list-style-type: none"> - Demonstrated understanding of the Town's needs, goals and objectives under the RFQ, demonstrated innovation in project approach, quality and clarity of the presentation/written response and demonstrated ability to meet budget and deadlines. - Ability to establish and maintain effective working relationships with the general public, elected officials, staff and other agencies. Ability to plan organizes, supervise, and carry out complex research projects effectively. Ability to present the results of research effectively in oral, written and graphic form. • Minority Enterprise as certified by the State 	<p>20</p> <p>25</p> <p>5</p>
<p>Total Oral Interview Score</p>	<p>50</p>

Once the Firms are ranked, the Selection Committee will forward the selection results, along with its recommendations, to the Town Council for consideration and approval to enter into contract negotiations with the recommended Firms. Any such negotiations shall be conducted by the Town Manager or designee. The Town Manager or designee will negotiate a contract with the most qualified firm at compensation which the Town determines is fair, competitive, and reasonable. In making such determination, the Town shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. Should the Town Manager or designee be unable to negotiate a satisfactory contract with the Firm considered to be the most qualified at a price the Town determines to be fair, competitive, and reasonable, negotiations with that firm may be terminated and negotiations with the second most qualified firm may begin. Any negotiations are subject to Sunshine Law, even if portions of the meetings are exempt and closed. At least one (1) Firm for each service category/discipline will receive a contract. Once negotiated, the contracts will be recommended and forwarded to the Town Council for award.

The Town reserves the right to be the sole determination of responsiveness and responsibility of any RFQ submittals received. Firm must demonstrate that it has sufficient training and / or experience to fulfill the future contract requirements of professional consulting services for the Town as specified per individual work authorizations.

The Award will be based on a review of all the information submitted, plus a review of references. The Town reserves the right to visit and inspect Firm's facilities and locations where Firm is currently providing professional consulting services in determining its ability to perform the services contained in the RFQ.

SECTION 3 FORMS

EXHIBIT A

SUBMITTING FIRM CHECKLIST

1) RFQ Package must be put together in the order set forth in this checklist:

- _____ Copy of Submitting Firm Checklist (Exhibit A)
- _____ Proposal Submittal Form and Acknowledgment (Exhibit B)
- _____ Preferred Discipline Form (Exhibit C)
- _____ Conflict of Interest Statement (Exhibit D)
- _____ Non-Collusion Affidavit (Exhibit E)
- _____ Drug Free Workplace form (Exhibit F)
- _____ Scrutinized Companies Certification (Exhibit G)
- _____ E-Verify Form (Exhibit H)
- _____ Sworn Statement of Public Entities Crimes (Exhibit I)
- _____ Affirmative Action Policy (Exhibit J)
- _____ References (Exhibit K)
- _____ Certificates of Insurance (Exhibit L)
- _____ Proof of Licenses Current License(s)/ Certificates of Authorization /Registration(s) of the Firm and sub-consultants to perform the applicable services in the State of Florida (Exhibit M)

2) Any supplemental materials must appear after those listed above and be tabbed “Additional RFQ Information”

3) This Exhibit must be included in RFQ response

EXHIBIT B

PROPOSAL SUBMITTAL FORM AND ACKNOWLEDGMENT

1. SUBMITTING FIRM/INDIVIDUAL NAME: _____

2. PRIMARY OFFICE ADDRESS: _____

3. TELEPHONE NUMBER: _____

4. EMAIL: _____

5. CONTACT PERSON: _____

6. FEDERAL ID# OR SSN: _____

7. By submitting a proposal, the firm warrants, represents, certifies, and declares that:

- A. The firm acknowledges receipt and review of Addenda Nos.: _____.
- B. The information contained in the proposal is true and the proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
- C. The Firm understands and agrees to all elements, terms, conditions, and certifications of the RFQ, unless otherwise agreed to by the Town, and that the RFQ shall become part of any contract entered into between the Town and the Firm.
- D. By signing and submitting the Proposal, Firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- E. Pursuant to section 287.133, Florida Statutes, a person, or affiliate who has been placed on the convicted Firm list maintained by the State of Florida may not submit proposals to the Town for 36 months following the date of being placed on the convicted Firm list. The Firm certifies that submittal of its proposal does not violate this statute.
- F. The Firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the Firm may suffer from the disclosure or submittal of its proposal to third parties.
- G. The Firm has carefully and to its full satisfaction examined the RFQ and all addenda, if any.
- H. The Firm has made a full examination of the Town and its relevant information and is familiar with the conditions that may impact its performance.

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-
- I. Upon notice of an intent to award the contract, the Firm will provide all documents required to commence work under the RFQ and proposed contract, including but not limited to, certificates of insurance.
 - J. The Firm agrees that in case of its failure to execute a contract and provide all required documents within ten (10) days of receipt of the contract for execution (or another timeframe agreed to by the Town), the offer to contract may be withdrawn.
 - K. The Firm has not divulged or discussed its proposal with any other Firm.
 - L. The proposal is made based on independent determination of the Firm without collusion with other Firms in an effort to restrict competition.
 - M. The Firm has not made any attempt to induce any potential Firm from submitting or declining to submit a proposal in response to this RFQ.
 - N. The Firm is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFQ.
 - O. That the Firm shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ.
 - P. The proposal constitutes an offer to the Town which shall remain open, irrevocable, and unchanged for ninety (90) days after proposal opening.

The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the Firm.

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

EXHIBIT C

PREFERRED DISCIPLINE FORM

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

- | | | |
|--|------------------------------|-----------------------------|
| A. Roadway, Stormwater, Drainage & Water Quality | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| B. Traffic Engineering | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| C. Land Surveying | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| D. Development Review Engineering Services | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| E. Long Range Planning Services | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| E. Development Review Planning Services | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Name of Respondent Firm

Address

Phone Number _____

Date _____

EXHIBIT D

CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Firm shall disclose to the Town any possible conflicts of interests. The Firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Loxahatchee Groves, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

EXHIBIT E
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing submittal, that the submittal is made without prior understanding, agreement, or connection with any individual, Firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of proposer from the vendor lists.

Name of Firm

Print name of designated signatory

Signature

Title

On this _____ day of _____, 20___, before me by means of __physical presence or ___ online notarization appeared _____, who is personally known to me to be the person described in and who executed this Non-Collusion Affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Signature

Notary Public in and for the State of _____

(Affix Seal Here)

(Name Printed)

My commission expires _____

Residing at _____

EXHIBIT G

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, _____, on behalf of _____ (hereinafter, the “Firm”), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

EXHIBIT H

STATE OF FLORIDA E-VERIFY

Contract No:

Financial Project No(s):

Project Description:

Firm acknowledges and agrees to the following:

Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Firm during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I
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 AND MINISTER OATHS.

1. This sworn statement is submitted to the Town of Loxahatchee Groves, a Florida municipality.

by _____ [print individual's name
and title]

for _____ [print name of entity
submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, 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 prima 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.

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SECTION 3 FORMS

5. I understand that a “person” as defined in Paragraph 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 “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an 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 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 THE 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.

_____ [signature]

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SECTION 3 FORMS

Sworn to and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2022.

Personally known _____

Or Produced identification _____

(Type of Identification)

Notary Public – State of _____

My commission expires _____

(Printed, typed or stamped
commission name of notary public)

EXHIBIT J

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT

It is the policy of _____ **(Firm 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 _____ **(Firm 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.

_____ **(Firm 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, _____ **(Firm 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.

EXHIBIT K

FIRM REFERENCES

Please submit a minimum of four references in detail; give client references who have been clients (of the Firm) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services).

The Town may contact some of the Firm's current and former clients, both supplied by the Firm and independently identified, to request that they validate the qualifications of the Firm and the accuracy of the claims made by the Firm in its Submittal, and that they assess the Submittal's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Firm's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

- Excellent: Frequently exceeds client reference's specifications/requirements
- Good: Meets client reference's specification/requirements
- Poor: Frequently does not meet client reference's specifications / requirements

The information for each reference provided should contain at least the following:

Name

Location

Population

Total Budget

Contact Person Name & Title

Contact Phone Number

Contact E-Mail

Contact Fax

Total Years Served by Firm

List of Services Provided Including Dates & Description & Timelines Met/Not Met

EXHIBIT L
INSURANCE CERTIFICATES

EXHIBIT M
PROOF OF LICENSES CURRENT LICENSE(S)/ CERTIFICATES OF AUTHORIZATION
/REGISTRATION(S) OF THE FIRM AND SUB-CONSULTANTS TO PERFORM THE
APPLICABLE SERVICES IN THE STATE OF FLORIDA

**SECTION 4
SAMPLE AGREEMENT**

**TOWN OF LOXAHATCHEE
CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

This Continuing Contract for Professional Services (“Contract”) is made on the ____ day of _____, 2022, between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and _____, a Florida corporation (“CONSULTANT”).

WHEREAS, the Town issued Request for Qualifications (No. 2022-01) for “Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services” in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”) which is incorporated herein as if set forth in full; and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ (the “Qualifications”) and such Qualifications are incorporated herein as if set forth in full; and

WHEREAS, the Town desires to award the RFQ to the CONSULTANT based on CONSULTANT’s Qualifications and experience to provide professional services to the Town; and

WHEREAS, the Town finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose and is in the best interest of the Town.

NOW THEREFORE, the Town hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The Town has awarded the CONSULTANT the non-exclusive right to provide the Town with _____ services (the “services”).

B. Task Order(s): This Contract does not guarantee that the Town will utilize CONSULTANT in any capacity or for any services identified herein. When the Town identifies a need for the CONSULTANT’s services, the Town will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT’s proposal shall be based on the CONSULTANT’s fee schedule agreed to by the Town, attached hereto and incorporated herein as **Exhibit A** and shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit B**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same to the CONSULTANT’s proposal submitted to the Town. Upon receipt of the CONSULTANT’s proposal, the Town shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Town Manager (if within her purchasing authority) or the Town Council. If the task order is

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SECTION 4 SAMPLE AGREEMENT

awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services. The Town reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF CONTRACT

This non-exclusive Contract shall become effective upon approval by the Town Council and execution by the Mayor and shall have an initial term of three (3) years with the option for two (2) additional one (1) year renewals upon mutual written agreement of the parties, unless otherwise terminated as authorized under this Contract. Each fiscal year of this Contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit A** shall remain firm for the first three (3) years of this Contract. After the first three (3) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Town Council and the CONSULTANT. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order, unless otherwise agreed to by the parties.

B. Lump Sum Task Orders: The Town shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Town unless approved by written amendment to the task order by the Town Manager or Town Council (depending on the Town's required level of approval for such additional costs). In no case shall the CONSULTANT bill the Town for any amount not stated in an approved task order or written amendment thereto.

C. Statutory Not-to-Exceed Amounts: In accordance with section 287.055, Florida Statutes, as amended from time to time, professional services under the continuing services contract will be for projects that do not exceed \$4,000,000 in estimated construction costs or \$500,000 in estimated professional services for a study activity. Any changes to these statutory amounts shall automatically apply to this Contract on the effective date of such changes.

D. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Town shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

E. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and

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any laboratory analysis performed by the CONSULTANT or its subconsultants, and the use of the CONSULTANT's and employee's or its subconsultant's automobiles shall be identified in an approved task order. The Town shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Town and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

F. Additional Services: If the Town seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Town and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of a task order prior to said services being provided.

G. Status Report: Upon the request of the Town, the CONSULTANT shall complete and submit a technical summary and budgetary status report at no additional cost to the Town.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the Town for the services performed and the expenses and other charges accounted for under this Contract pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Local Government Prompt Payment Act (Ch. 218, Part VII, Florida Statutes).

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the Town shall provide to the CONSULTANT the tax exemption information, where and if appropriate. The Town is exempt from State Sales and Use Taxes.

C. Delay: The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from the Town for any direct, indirect, consequential, impact, or other costs, expenses or damages arising because of delay from any circumstances.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Town or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the Town under this Contract shall become the property of the Town upon delivery or completion. The Town shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a task order or as otherwise specified under this Contract. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The Town accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended under

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SECTION 4 SAMPLE AGREEMENT

this Contract or any approved task order, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the Town or for disbursements made from the CONSULTANT's account for services under this Contract, shall be open to Town's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or Town may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the CONSULTANT or Town shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the Town shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The Town, through the Town Council or the Town Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the Town, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Town to represent and act for the CONSULTANT and shall inform the Town in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Town informed of any subsequent changes in the foregoing. The authorized representative of the Town shall be the Town Manager or her designee.

G. Time of the Essence: Time is of the essence in the performance of this Contract. The CONSULTANT shall at all times carry out its duties and responsibilities in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: If applicable to this Contract, visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive

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inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Town, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Contract or an approved task order. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Contract, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Contract. The CONSULTANT agrees that it is fully responsible to the Town for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the Town. All of the CONSULTANT's personnel (and all subconsultants) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Town to CONSULTANT of the cause for such replacement. The CONSULTANT shall comply with the Town's reasonable requests regarding the replacement of personnel.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or the Town's Code of Ethics. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the CONSULTANT. The Town agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Town shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the CONSULTANT under the terms of this Contract.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Contract

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is that of an independent contractor. Nothing in this Contract shall create or be construed as creating a partnership or joint venture between the Town and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the TOWN in any promise, contract or representation other than as specifically provided for in this Contract (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Contract or the tasks associated with the services without prior written Town approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, or national origin.

ARTICLE 6 - TOWN'S RESPONSIBILITIES

A. Service of Others: The Town shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project, if any.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the Town shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the Town deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY TOWN FOR CONVENIENCE

The Town may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Town may determine for Town's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination by Town for Consultant Default: If the Town's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the Town's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) business days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) business days or commence steps to remedy default to the reasonable satisfaction of the Town's authorized representative, the Town may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect

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to immediately terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract for default.

B. Termination by Consultant for Town Default: This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the Town in the event of a failure by the Town to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the Town fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the Town reserves the right and may elect to terminate this Contract at any time upon thirty (30) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Contract without cause.

D. Early Termination: If this Contract is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: In consideration of the sum of Twenty-Five Dollars (\$25.00) and other good and valuable consideration, the sufficiency of which the CONSULTANT hereby acknowledges, to the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and save harmless Town, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract.

The Parties recognize that the CONSULTANT is an independent contractor. Subject to the provisions and limitations of Florida laws, the CONSULTANT agrees to assume liability for and indemnify, hold harmless, and defend the Town, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including, but not limited to, claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONSULTANT in the performance of the Contract. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the Town and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall

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survive termination of the Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract.

Subject to the limitations set forth in this Section, the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT's expense. The Town shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third-party claim in accordance with this paragraph, the CONSULTANT shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Sums otherwise due to the CONSULTANT under this Contract may be retained by Town until all of Town's claims for indemnification under the Contract have been settled or otherwise resolved. Any amount withheld pursuant to this section shall not be subject to payment of interest by Town.

The execution of this Contract by the CONSULTANT shall operate as an express acknowledgment that the indemnification obligation is part of the bid documents and/or Contract Documents for the scope of services to be provided to the Town and the monetary limitation on indemnification in this section bears a reasonable commercial relationship to the Contract. Nothing in this section is intended, or should be construed, to negate, abridge or otherwise reduce the other rights and obligations of indemnity that may otherwise exist as to a party described in this section. Nothing in this section is intended to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract, to maintain a suit for personal injuries or property damage or otherwise pursuant to the terms or provisions of the Contract. Neither the CONSULTANT nor the Town nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

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The indemnification obligations set forth in this section and elsewhere in this Contract shall survive the termination and/or expiration of the Contract.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Contract until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the Town. The “Town of Loxahatchee Groves, its elected officials, employees, agents and affiliates” shall be named as an “Additional Insured” on all insurance except for Professional Liability as set forth in the RFQ. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein and no subconsultant shall commence any services under this Contract until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the Town with proof of all subconsultant’s insurance upon request by the Town. All insurance shall be in accordance with the requirements set forth in the RFQ. The Town’s insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Contract. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Contract. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives which indicate less coverage than required by this Contract does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The Town and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Contract. The CONSULTANT shall not assign, sublet, or transfer any interest in this Contract without the prior written consent of the Town, which the Town may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the Town and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Contract, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the Town will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Venue for any and all legal action necessary to enforce this Contract will be in Palm Beach County.

C. Attorney’s Fees and Costs: Each party hereto agrees to be solely responsible for its own attorney’s fees and costs related to any claim, proceeding, litigation or dispute related to or arising from this Contract.

ARTICLE 12 – NOTICE

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A. Any notice required to be given under this Contract shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Attn: _____

All notices to the Town shall be sent to:

Town of Loxahatchee Groves
Attn: Francine Ramaglia, Town Manager
155 F Road
Loxahatchee Groves, FL 33470.

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Town shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

ARTICLE 15 – PUBLIC ENTITIES CRIMES; DISCRIMINATORY VENDOR LIST

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As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Contract have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

CONSULTANT acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

ARTICLE 16 - NONEXCLUSIVE CONTRACT

This Contract is not intended to be and shall not be construed as an exclusive agreement, and the Town may employ additional or other professional consulting firms to perform services contemplated by this Contract without liability to the Town.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Contract, including the RFQ, the exhibits hereto, the Qualifications, and any approved task orders, constitutes the entire Contract between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Contract consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, requirements, exhibits and addenda attached thereto or referenced therein); the Qualifications; Exhibit "A", Exhibit "B"; and, any approved task orders. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Contract may be modified only by a written amendment executed by both parties.

D. Waiver: No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to

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be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Contract.

F. Counterparts: This Contract and all task orders may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

G. Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

H. Survivability: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

I. Scrutinized Companies:

1. By its representative's signature below, CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

2. If this Contract is for one million dollars or more, by its representative's signature below, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if the CONSULTANT, or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

3. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

4. The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals.

5. The CONSULTANT agrees that if it or any of its subconsultants' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the Town of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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- J. E-Verify: Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT shall:
1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
 4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
 6. Be aware that if the Town terminates this Contract under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

K. Palm Beach County Office of Inspector General: In accordance with Palm Beach County ordinance number 2011-009, CONSULTANT understands that this Contract and any other contract that results from this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

L. Subconsultants: The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Contract and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the Town.

ARTICLE 18 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT or keep and maintain public records required by the Town to perform the service. If the CONSULTANT transfers all public records to the Town upon completion

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of the Contract, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, LBURCH@LOXAHATCHEEGROVES.FL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

ARTICLE 19 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee represents that the CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CONSULTANT's signee hereby represents to the Town that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for Civil/General Engineering Services on the day and date first above written.

TOWN OF LOXAHATCHEE GROVES

By: _____

Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ of _____,

who is personally known to me or who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

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(Print, type, or stamp commissioned name of
Notary public)

EXHIBIT A

CONSULTANT'S

FEE SCHEDULE

EXHIBIT B

SAMPLE TASK ORDER

Task Order for Professional Services

TASK ORDER NO. _____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 2022, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____, a Florida corporation ("Consultant").

1.0 Project Description:

The Town desires the Consultant to provide those services as identified herein and generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the Town as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the Town's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum shall be broken down to reflect the approved hourly rates.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone: _____; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 30 days as a minimum, unless otherwise directed by the Manager.

7.0 Town Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the "continuing Contract for Professional Services" between the Town and the Consultant, dated _____, 2022 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task

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Order and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES

ATTEST: By: _____
Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONSULTANT:

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF _____)

Subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as _____ of _____, who is personally known to me or who produced _____ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

RFQ # 2022-01
SECTION 4 SAMPLE AGREEMENT

(Print, type, or stamp commissioned name of
Notary Public)