

## PUBLIC NOTICE

### INVITATION TO BID

#### "DAILY GRAVEL ROAD MAINTENANCE SERVICES

The purpose of this bid is to establish a fixed per day rate for a "Backup on Call" service provider for Daily Gravel Road Grading, Daily Gravel Road Watering, and Daily Gravel Road Rolling for the Town of Loxahatchee Groves.

1. Daily Gravel Road Grading
2. Daily Gravel Road Watering
3. Daily Gravel Road Rolling

There are approximately 42.309 miles of gravel dirt roads. The Town is seeking a vendor that can respond to Town for "Backup On Call" Services on an as needed basis for eight (8) hours of continuous services per day as requested and described in items 1, 2, and 3. Bidders may bid on any or all phases.

Bid Specifications Packets can be downloaded at the Town's website at: [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov), or picked up at the Town Hall offices Mondays through Fridays, 9:00 AM to 4:00 PM.

Sealed Bid Proposals will be received by the Town of Loxahatchee Groves, and addressed as follows:

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

All Bids must be clearly marked as follows:

Bid No.: 2018-02

Bid Title: Daily Gravel Road Maintenance Services

Bid Submission Deadline: May 15, 2018, at 2:00 PM

BID OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE BID SUBMISSION DEADLINE.

PUBLISH: Palm Beach Post  
April 25, 2018

TOWN OF LOXAHATCHEE GROVES  
REQUEST FOR SEALED BIDS

Virginia Walton, Town Clerk  
155 F Road  
Loxahatchee Groves, FL 33470  
[vwalton@loxahatcheegrovesfl.gov](mailto:vwalton@loxahatcheegrovesfl.gov)  
Website: <http://loxahatcheegrovesfl.gov>

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Bid Proposal Data

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Bid No: 2018-02  
Bid Title: Daily Gravel Road Maintenance Services  
Bid Term: One (1) years with Option for two additional one (1) year terms.  
Contact Person: Virginia Walton, Town Clerk

Submission Deadline

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Date: May 15, 2018, 2:00 PM  
Location/Mail Address: Town of Loxahatchee Groves  
Office of Town Clerk  
155 F Road  
Loxahatchee Groves, FL 33470

Sealed written Bids must be received by the Town of Loxahatchee Groves; Town Clerk's Office, no later than the date, time, and at the location indicated above for the Bid Submission.

Submittal of Response by fax is not acceptable. One (1) electronic (DVD) copy and Seven (7) copies of your Bid Proposal and response forms must be returned to the town or your Bid may be disqualified.

Note: This Bid does not constitute an order for the goods or services specified. The number of copies requested in this Bid together with completed Response Forms must be returned.

## **1.0 INTRODUCTION TO REQUEST FOR PROPOSALS**

### **1.1. Invitation**

Thank you for your interest in this Bid Proposal process. The Town of Loxahatchee Groves (TOWN), through its Town Manager, invites responses ("Bid Proposals") which offer to provide the services described in detail in "General Specifications."

### **1.2. Terms of Contract**

The respondent selected to provide the services requested herein (Successful Bidder) shall be required to execute a contract (CONTRACT) with the TOWN, which shall include, but not be limited to, the following terms:

- A. The initial term of the Contract shall be for One (1) year.
- B. The TOWN shall have the option to extend the CONTRACT for two (2) additional one (1) year periods, at its sole discretion and at mutually acceptable terms and conditions. Successful Bidder will be given at least ninety (90) days prior written notice of contract extension.
- C. Extension of the term of the CONTRACT beyond the initial period is an option of the TOWN to be exercised in its sole discretion and which does not confer any rights upon the Successful Bidder.

### **1.3. Business Objective**

- 1. The TOWN, a municipal corporation of the State of Florida, is seeking the services for the provision of Road Maintenance Services consisting of Gravel Road Grading, Watering, and Rolling.

### **1.4. Pre-Proposal Conference**

Not applicable

### **1.5 Requests for Additional Information / Clarification**

Each Bidder shall undertake an examination of the roads within the Town of Loxahatchee Groves and shall judge all matters relating to this request. Any inquiries, suggestions or requests

concerning interpretation, clarification or additional information pertaining to the Request for Bid shall be made in writing, by fax, or email to the Town Clerk no later than 2:00 P.M., May 1, 2018 at:

Virginia Walton, Town Clerk  
Town of Loxahatchee Groves  
155 F Road Loxahatchee Groves, FL  
33470 (561) 793-2420  
[vwalton@loxahatcheegrovesfl.gov](mailto:vwalton@loxahatcheegrovesfl.gov)

#### **1.6. Contract Execution**

Contract will be executed between the Successful Bidder (firm, joint venture, partnership or other legal entity) and the TOWN within 90 calendar days of bid opening.

#### **1.7. Instructions**

Careful attention must be given to all requested items contained in this Request for Bid. Bidders are invited to submit bids in accordance with the requirements of this Bid Request. Please read the entire solicitation before submitting a Bid. Bidders shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the Bid Request. The Bidder must return these documents with all information necessary for the TOWN to properly analyze Bidder's response in total and in the same order in which it was issued. Bidder's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this Bid Request text is followed. All Bids shall be returned in a sealed envelope with the Bid number and opening date clearly stated on the outside of the envelope.

Bidders must provide a response to each requirement of the Bid. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

#### **1.8. Changes / Alterations**

Bidder may change or withdraw a Bid proposal at any time prior to the Bid Submission Deadline; however, no oral modifications will be allowed.

#### **1.9. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, ambiguities, or any terms of the Bid Request to which Bidder could not satisfy or comply if selected, in the Bid Request or Addenda (if any) must be reported in writing to the Town Clerk before 2:00 PM, May 15, 2018, the bid opening date.

#### **1.10. Disqualification**

The TOWN reserves the right to disqualify Bids before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Bid; to reject any or all Bid in whole or in part, or to reissue a Request for Bids.

### **1.11. Bid Receipt**

Sealed Bids will be accepted in accordance with the instructions detailed on the cover of this Bid Request. After that date and time, Bids will no longer be accepted. The Bidder shall file all documents necessary to support its Bid and shall include them with its Bid. Bidders shall be responsible for the actual delivery of Bid during business hours to the exact address indicated on the cover and in the Bid Request. Bids that are not received in the Town Clerk's Office by the deadline established in the Bid Request shall **not** be accepted or considered by the Town.

### **1.12. Lobbying Activities**

Any bidder submitting a response to this solicitation must comply, if applicable, with Town of Loxahatchee Groves Ordinance No. 2009-01. Copy of Ordinance No. 2009-01 may be obtained from the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470, or can be viewed or downloaded on the Town's website, and the Palm Beach County Lobbyist Registration Ordinance effective April 2, 2012.

### **1.13. Bid Request Process Timeline**

The anticipated timeline for this Bid Request and subsequent Contract is as follows.

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

- |  |                         |
|--|-------------------------|
| • Bid Request Available for Distribution | April 25, 2018          |
| • Last Day for Submittal of Questions    | May 3, 2018, 2:00 p.m.  |
| • Addendum Issued (if necessary)         | May 7, 2018             |
| • Bid Due Date                           | May 15, 2018, 2:00 p.m. |
| • Anticipated Town Commission Approval   | June 6, 2018, 7:00 p.m. |

### **1.14. Cone of Silence**

Bidders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Bidders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Bid, or any member of the selection committee ( if applicable) authorized to evaluate the Bids is in effect.

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

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

### **1.15. OFFICE OF INSPECTOR GENERAL**

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

## **2.0 PROCEDURES**

### **Submittal Requirements**

Contractors must submit the following:

#### **2.1 Bid Proposal Form - Keeping in mind the following:**

Rates quoted on the Bid shall be valid for one year. Bid pricing must be inclusive; that is, cost for use of equipment, all labor costs, fuel, equipment maintenance, equipment delivery charges, fuel surcharges, and any other charges.

If the cost of fuel increases more than 30% after one year, the Contractor may request an increase in his bid prices.

Please include with your bid a list of equipment (make, model, size, number of units, etc.) to be used.

#### **2.2 All drivers must be properly licensed operators.**

The Contractor is responsible for updating operator information as necessary. The TOWN reserves the right to verify this information at any time before contract award or any time throughout the duration of the contract. Any Contractor who fails to supply photocopies of the operator licenses if requested will be subject to disqualification.

#### **2.3 Proof of insurance as specified under "Insurance Requirements".**

Contractor may submit such additional information as it deems necessary or helpful to the Town's evaluation process.

**2.4 Evaluation Criteria:** Bid may be evaluated using the following criteria:

1. Bid prices as proposed- 70%
2. Qualifications, work experience and references – 10%
3. Contractor's willingness to provide requested services with 48 hours of Town request – 10%
4. Submission of all required information with proposal – 10%

**2.5 Rejection or Disqualification:** Bids may be rejected:

1. If the bid is on a form other than that furnished by the TOWN;
2. If there are unauthorized additions, conditions or irregularities which may make the bid incomplete, indefinite or ambiguous as to its meaning;
3. If more than one bid for the same work from an individual, firm, or corporation under the same or different name;
4. If there is evidence of collusion among bidders;
5. Failure to submit all required information.

**2.6 Delivery of Bids:**

When sent by mail, the sealed bid shall be addressed to the Town of Loxahatchee Groves at the address and in the care of the official in whose office the bids are to be received. All Bids shall be filed prior to the time and at the place specified in the Invitation for Bid. Bids received after the time for opening of the Bids will be returned to the proposer, unopened. Faxed Bids are NOT acceptable.

**2.7 Withdrawal of Bid:**

A bid may be withdrawn unopened after it has been deposited if such request is received in writing prior to the time specified for opening the bids.

**2.8 Reservation of Rights:** The Town of Loxahatchee Groves reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the TOWN.

**3.0 GENERAL REQUIREMENTS**

**3.1** Contractor must ensure that all equipment used must be properly registered. The TOWN reserves the right to verify this information.

### **3.0 GENERAL REQUIREMENTS Continued**

- 3.2 Upon Notice of Acceptance, Contractor must provide phone numbers where employees can be reached. The inability to make contact with Contractor within a reasonable amount of time is Cause for the TOWN to use other Contractors on the roster.
- 3.3 For the Municipality, all operations of grading, watering, or rolling, including the location and timing of operations will be scheduled and directed by the Town Manager.
- 3.4 All equipment must be equipped with a GPS tracking device similar to the Brickhouse Security system.
- 3.5 Subcontracting is allowed.
- 3.6 The Town shall have no obligation to engage the services of the Contractor for a specified number of times.
- 3.7 Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for road grading services.
- 3.8 Bidders must bid all phases of the project.

### **4.0 INSURANCE REQUIREMENTS**

4.1 Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him. The Town shall be listed as an additional insured party.

#### **4.2 Amount of Insurance**

1. Comprehensive General Liability:  
Bodily injury or Property Damage - \$1,000,000 each occurrence and general aggregate
2. Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$1,000,000 each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.



#### 4.3 Types of Insurance for Contractor

Purchase and maintain the following types of insurance:

1. Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$300,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of Florida, whichever is greater.
2. Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
  - a) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
  - b) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
  - c) Contractual liabilities related to bodily injury and property damage.
3. Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
4. Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

#### 4.4 Evidence of Insurance

As evidence of insurance coverage, the TOWN may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the TOWN at the time of execution of the Service Contract.

#### 4.4 Evidence of Insurance Continued

Written notice shall be given to the Town of Loxahatchee Groves at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage. Contractor to provide Certificate listing Town as additionally insured.

### **CONTRACT AWARD**

- 5.1 Contract Award for daily (8 hours) Road Grading, (8 hours) Watering, and/or (8 hours) Rolling individually or combined as need and when need as directed by the Town Manager.

Purchase Orders (work authorizations) may be given to the contractor at the sole discretion of the Town. There shall be no guarantee that any contractor under contract will receive any or numerous work authorizations.

## **MUNICIPAL PROPOSAL FORM**

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Bidder specifically understands that the Town reserves the right to contract with as many vendors as it deems necessary for safe, efficient, and timely gravel road grading, road watering, and road rolling services on an as need when need basis.

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

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

**Bidder agrees that the signatory of this page is an authorized agent for the bidder.**

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Signature

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Print Name & Title

## **General Specifications**

### **Purpose**

The purpose of this bid is to establish the cost of eight (8) hours of service.

The Town has currently approximately 42.309 miles of Town gravel or dirt roads.

The Town also expects that the successful Bidder for this level of service will perform as needed by the Town for eight (8) hours of gravel road grading, or eight (8) hours of gravel road rolling, or eight (8) hours of road watering service or any combination of the bid services.

Road grading shall be done to eliminate irregularities in the surface to provide a smooth riding surface. Road watering shall be done in a sufficient amount to reduce the dust to an acceptable level. Road rolling shall be done to compact the road surface to eliminate irregularities in the surface to provide a smooth riding surface.

### **Qualifications, Work Experience and References:**

Bidder shall submit qualifications for the particular work proposed including number of years in business. Work experience shall include projects completed or underway during the last 3 years, including contract amount. References shall include names, company, position and contact information.

### **Letter of Authority:**

Bidder shall submit a letter which states that the signer of this bid is an authorized agent of the company providing the bid. The person signing the letter shall be an officer of the company and shall sign the letter with his/her title on company letterhead.

## BID PROPOSAL FORM

BID NO. 2018-02

### Daily Gravel Road Maintenance Services

TO: Town Clerk

Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, Florida 33470

The undersigned, as bidder, does hereby declare that he/she has read the Introduction, Procedures, General Requirements, Insurance Requirements, General Specification, Bid Form, and any other documentation for:

Bid No. 2018-02 Daily Gravel Road Maintenance Services

and further agrees to furnish all items listed below in accordance with the Unit Price(s) submitted. The above-specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Notice Needed Prior to Commencement: \_\_\_\_\_ calendar days.

NOTE: Town of Loxahatchee Groves official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by visiting our website at [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov). No information regarding the submittal will be divulged over the telephone or at bid opening pursuant to FSS

Name of Bidder: \_\_\_\_\_

Signature & Title: \_\_\_\_\_

(This form to be returned)

**SCHEDULE OF BID PRICES**  
**BID No. 2018-02**  
**PROJECT NAME: DAILY GRAVEL ROAD MAINTENANCE SERVICES**  
**TOWN OF LOXAHATCHEE GROVES**

NO.	BID ITEM	Total Hours of Daily Services	FIXED 8 HOUR RATE	TOTAL PRICE FOR 8 HR. GRADING SERVICES
1	On Call Services for Daily Gravel Road Grading Services	8 hours		
2	On Call Services for Daily Gravel Road Watering Services	8 hours		TOTAL PRICE FOR 8 HR. WATERING SERVICES
3	On Call Services for Daily Gravel Road Rolling Services	8 hours		TOTAL PRICE FOR 8 HRS. ROLLING SERVICES
TOTAL BID PRICE				

Note: Fixed daily pricing is being requested for the three services identified in order to provide the Town with  
 "On Call Back Up" Services provider on an as needed when needed basis.

## **Proposal Verification Form**

**BID NO. 2018-02**

### **Daily Gravel Road Maintenance Services**

#### **\* \* \* Billing \* \* \***

1. The contractor shall provide invoices to the Town of Loxahatchee Groves monthly in a timely manner.
2. Those invoices must be received on the 5<sup>th</sup> of each month for the previous month's work performed.
3. An invoice must include a Purchase Order/Work Authorization Number issued by the TOWN before it will be considered for payment
4. The invoice must provide sufficient detail reflecting roads graded, roads watered, and/or roads roll and evidenced by photographic submittal of before and after work with specific location coordinates for each photograph. If a Purchase Order is issued for work performed without contract unit prices, then additional breakdown must be included.

#### **\* \* \* Contract \* \* \***

1. The contract starting date, the contract term and the contract renewal details for the service(s) will be negotiated with the awarded contractor(s).
2. The agreement may be terminated by either party given a 90 day written notice upon the other party's failure to timely perform its responsibilities under this agreement.
3. The Town of Loxahatchee Groves reserves the right to consider or dismiss any bid proposal or additional bid proposal.

**NUMBER OF PROPOSALS SUBMITTED:** The undersigned office of the company submitting the Bid has submitted responses to the following specific Daily Gravel Road Grading, Daily Gravel Road Watering, and/or Daily Gravel Road Rolling.

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Signature of Officer

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Printed Name of Officer and Title

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Date

## Equipment Listing

BID NO. 2018-02

### Daily Gravel Road Maintenance Services

Complete this form for Bidding Project.

A. What equipment will you use?

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B. Age of Equipment

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C. Equipment Hours

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D. Global Positioning System (GPS) \_\_\_\_\_

## CHECK LIST

### SUBMITTED WITH PROPOSAL

#### BID PROPOSAL (BPF)

This form must be completed, signed and returned with Proposal YES\_\_\_\_\_

#### Municipal Proposal Form (MPF)

This form must be signed and returned with Proposal YES\_\_\_\_\_

#### Proposal Verification Form (PVF)

This form must be completed, signed and returned with Proposal YES\_\_\_\_\_

#### Equipment Listing Form (ELF)

This form must be completed and returned with Proposal YES\_\_\_\_\_

#### Letter of Authority (by bidder)

Must be completed, signed, and returned with Proposal YES\_\_\_\_\_

#### Insurance Requirements (Form 1)

Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal YES\_\_\_\_\_

#### Public Entity Crime (Form 2)

Must be signed and returned with Proposal YES\_\_\_\_\_

#### Certificate of Authority (Form 3)

Select, complete, sign, and return the appropriate form with Proposal YES\_\_\_\_\_

#### Non Collusive Affidavit (Form 4)

This form must be completed, signed and returned with Proposal YES\_\_\_\_\_

#### Affirmative Action Policy for Equal Employment Opportunity (Sample Form 5)

Sample provided for Bidder use. Please complete, sign, and return with Proposal YES\_\_\_\_\_



Business License (By Bidder)

All responses shall be accompanied by a copy of your current  
License(s), if applicable

YES\_\_\_\_\_

Prior work experience, qualifications and references (By Bidder)

YES\_\_\_\_\_

Complete Bid Proposal with all required forms and attachments.

YES\_\_\_\_\_

## **Indemnification and Insurance**

### **INDEMNIFICATION**

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

Indemnification and Insurance (cont.)

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

COUNTY \_\_\_\_\_

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

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

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

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

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

**Please mark the appropriate paragraph below:**

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

\_\_\_\_\_ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_.

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

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

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

(affix seal)

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

**Certification Form (Page 1 of 4)**

**CERTIFICATE OF AUTHORITY**

(IF CORPORATION)

STATE OF )

)

COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_

\_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_,  
the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated,  
\_\_\_\_\_, 20\_\_\_\_\_, to the Town of Loxahatchee Groves and this corporation and that their execution  
thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and  
deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_  
, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

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

**Certification Form (Page 2 of 4)**

**CERTIFICATE OF AUTHORITY**

(IF PARTNERSHIP)

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the Town of Loxahatchee Groves and this partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

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

**Certification Form (Page 3 of 4)**

**CERTIFICATE OF AUTHORITY**

(IF JOINT VENTURE)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

\_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_\_, to the Town of Loxahatchee Groves and this Joint Venture and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

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



**Certification Form (Page 4 of 4)**

**CERTIFICATE OF AUTHORITY**

(OTHER)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Signer's Name) (Title)

\_\_\_\_\_  
(Name of Entity)

An entity lawfully organized and existing under the laws of the State of \_\_\_\_\_, the following  
Resolution was duly passed and adopted on \_\_\_\_\_ day of \_\_\_\_\_, 2013.

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of  
(Signer's Name) (Title)

\_\_\_\_\_  
(Name of Entity)

In accordance with all of its documents of governance and management and the laws of the State of  
\_\_\_\_\_ is empowered and authorized on behalf of \_\_\_\_\_  
(Name of Entity)

to execute the Bid Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Loxahatchee Groves and  
\_\_\_\_\_ and that their execution  
(Name of Entity)

thereof, attested by the Secretary of the \_\_\_\_\_  
(Name of Entity)

,and with the Official Seal affixed, shall be the official act and deed \_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

\_\_\_\_\_, this \_\_\_\_\_, day of \_\_\_\_\_, 2013.  
(Name of Entity)

Secretary: \_\_\_\_\_

(SEAL)

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

### Non-Collusive Affidavit

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

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

(1) He/she is the \_\_\_\_\_ of the Proposer that has \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

submitted the attached proposal;

He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

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

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

Signed, sealed and delivered

In the presence of:

\_\_\_\_\_

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

\_\_\_\_\_

(printed name and title)

State of

County of

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_ , by \_\_\_\_\_ , who is personally known to me or who has produced  
\_\_\_\_\_ As identification and who did (did not) take an oath.

WITNESS my hand and official seal

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

\_\_\_\_\_  
(Name of Notary Public: Print/Stamp)

## **Sample Affirmative Action Policy**

*For Equal Employment Opportunity*

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

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

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

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

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

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

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

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

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

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