

TOWN OF PEMBROKE PARK
REQUEST FOR QUALIFICATIONS

LAW ENFORCEMENT AND FIRE RESCUE SERVICES REVIEW

The Town of Pembroke Park, hereinafter referred to as the Town, is soliciting Statements of Qualifications and price proposals to retain a Consultant(s) to assist the Town in evaluating law enforcement and fire rescue services provided to the Town by the Broward Sheriff's Office (BSO).

The Town reserves the right to enter into non-exclusive agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the Town. All interested parties must register by email to the RFP contact their name, email address, mailing address and telephone number to receive any future changes, additions, addendums or notices concerning this RFP.

Sealed proposals must be submitted to the Town by Monday, August 15, 2016 at 3:00 pm. The sealed proposals must be in envelopes clearly marked "Law Enforcement and Fire Rescue Services Review Proposal". Proposals received after the designated time and date will not be considered. The Town requires that each entity submitting a proposal must provide five photocopies of the entire proposal package, and one electronic copy on a compact disc.

Proposals may be mailed or delivered to: Town Clerk, Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

Advertisement Date: July 25, 2016 and August 1, 2016

Due Date: August 15, 2016 @ 3:00 p.m.

Pre-proposal Meeting: n/a

Contact: Thomas Wilde, Assistant Town Manager
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023
twilde@townofpembrokepark.com
(954) 966-4600 extension 220

Late proposals will be returned unopened. Proposals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the selection review members, proposers may be asked to give a short presentation/interview as part of the selection process. Oral presentations are not required and will not be scored separately. The Town supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Disability Accessibility.

1. SCOPE OF SERVICES

- A) Compliance Report - The Compliance Report shall include, but not be limited to, detailed fact finding on personnel and equipment levels, budget and expense justification, and operating costs and efficiencies. This report shall cover the period beginning October 1, 2007 through September 30, 2015.

The Town will provide Consultant with copies of the original contract, and all contract amendments, renewals and extensions.

2. FEE & COSTS

This is a two-step solicitation process. Interested firms shall submit TWO SEPARATE AND SEALED DOCUMENTS entitled STATEMENT OF QUALIFICATIONS and PRICE PROPOSAL, on or before the date and time specified. Price Proposals will remain sealed until all Statements of Qualifications are reviewed by the Evaluation Committee, and until such time as the qualified firms are shortlisted.

The Statement of Qualifications document should make no reference to or statement about the firm's fee structure.

Proposers shall quote an all-inclusive fee for the work described under Scope of Services.

- A) Provide a breakdown to show costs associated with each portion of the work listed under Scope of Services.
- B) Costs associated with travel and/or miscellaneous expenses should be adequately described.

3. MANAGEMENT & PERSONNEL

In the proposal, the following information must be included:

- A) Profile of the Firm – State whether your firm is local, national, or international.

Also, include the following for the office this work would originate from:

1. Age and size of the Firm and local office.
 2. Location of the office where the work on this engagement is to be performed.
 3. Number and nature of the professional staff to be assigned to this project on a full-time basis (resumes will suffice).
 4. Number and nature of staff to be assigned to this project on a part-time basis (resumes will suffice).
- B) Identify the supervisory and management staff who will be assigned to the engagement and indicate whether each holds licenses or qualifications which are applicable to the proposed project. Provide resumes for each person that will be assigned to this engagement.
 - C) Provide explanation of litigation, claims, contract defaults, and liens in the last five (5) years from due date of this RFQ.
 - D) Provide at least five (5) client references for which the project team/firm has provided similar services and example deliverables (if allowed), along with contact information.

4. SUBMISSION OF PROPOSALS

A) Submission of Proposals

The Town of Pembroke Park, Florida will receive sealed Statements of Qualifications and Price Proposals until 3:00 P.M. (local), Monday, August 15, 2016 in the Office of Town Clerk, Town of Pembroke Park, 3150 SW 52 Avenue, Pembroke, Park, FL 33023.

Firms must submit one (1) original unbound, five (5) bound, and one (1) electronic copy (CD/DVD or Flash Drive) of its proposal. All copies will be on 8 ½” x 11” plain white paper, typed, and signed by the Proposer's contractually binding authority.

To assure consistency, proposals must conform to the following format, and include the following items, in the order presented below, with tabs or dividers between the sections:

B) Basic Elements

1. A page showing the RFQ's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. Table of contents with page numbers referenced.
3. Transmittal letter stating the Proposer's understanding of the work to be done, the commitment to perform the work, a statement why the firm believes itself to be the best qualified to perform the work, a statement that the proposal is a firm and irrevocable offer.
 - i. Include the signature of an authorized official of the firm who has been designated to submit the proposal on behalf of their firm.
 - ii. All other information requested herein.
4. Town Provided Forms to be Returned
 - i. As explained below, return all required pages, initialed where indicated, and as applicable. **PLEASE DO NOT RETURN ALL PAGES OF THE REQUEST FOR QUALIFICATIONS DOCUMENT.**

C) Questions and Communication

All questions shall be submitted in writing to the Assistant Town Manager, twilde@townofpembrokepark.com. All questions must include the inquiring firm's name, address, telephone number and RFQ name and number. **Questions must be received by 5:00 P.M., Wednesday, August 10, 2016.** No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known by Town to have obtained the RFQ document from the Town.

D) Addenda

In the event it becomes necessary to revise, change, modify or cancel this RFQ or to provide additional information, addenda will be issued to all known recipients of this RFQ. Proposers shall acknowledge the addenda on Attachment A, Proposer's Certification.

E) Acceptance Period

Proposals in response to this RFQ must be valid for a period of no less than ninety (90) days from the submittal date.

F) RFQ Conditions and Provisions

A duly authorized official of the proposing company must sign the proposal. The completed and signed proposal (together with all required attachments) must be returned to Town on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein.

Any alteration, erasure or interlineations by the proposer in this RFQ shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to complete all information requested in this RFQ. Failure to do so may result in the disqualification of proposal.

The Town reserves the right to postpone or cancel this RFQ, or reject all proposals, if in its judgment it deems it to be in the best interest of the Town to do so.

The Town reserves the right to waive any technical or formal errors or omissions and to reject all proposal(s), or to award contract for the items hereon, in part or whole, if it is determined to be in the best interests of the Town to do so.

The successful proposer shall be in complete compliance with all of the specifications, terms and conditions of this RFQ as outlined above.

The Town shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

The Town reserves the right to reject any or all proposals. All proposals and supporting materials submitted in response to this RFQ will become the property of the Town.

5. SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

6. RFQ SCHEDULE

The anticipated schedule for the RFQ and contract approval is as follows:

Day	Date	Time	Item
Wednesday	July 27, 2016		Notice to Proposers Issued/RFQ Released
Wednesday	August 10, 2016	5:00 P.M.	Deadline to Submit Questions
Monday	August 15, 2016	3:00 P.M.	Deadline to Submit Qualifications/Proposals
Wednesday	September 7, 2016		Recommendation of Award
Wednesday	September 14, 2016		Anticipated Award by Town Commission

7. SELECTION/EVALUATION PROCESS

The award of the contract shall be based on certain objective and subjective considerations listed below. The following weighted criteria will be utilized to select the consultant awarded this contract.

Evaluation Criteria	Maximum Points
Firm Qualifications	25
Qualifications on Similar Projects	25
Key Staff, Project Understanding & Approach	20
Management Systems/Reporting Systems	10
Cost Proposal	20
Total Points:	100

Evaluation of proposals shall be conducted by an evaluation committee of qualified Town Staff, or other qualified persons selected by the Town. It may be a two step process. In step one, the committee shall evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if at least three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The committee will then make a recommendation to the Town Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call.

The Town may require additional information and Proposers shall agree to furnish such information. The Town reserves the right to award the contract to that Proposer who will best serve the interest of the Town. The Town reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Town also reserves the right to waive minor irregularities or variations to the specifications and in the RFQ process.

The Town uses a mathematical formula for determining allocation of points to the cost component of the evaluation criteria, to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, shall result in receiving zero points for cost.

NOTE REGARDING PRICE: The firm providing the lowest cost to the Town shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1000 2nd lowest cost = \$1250
1250 – 1000 = 250
250 / 1000 = .25
.25 x 15 (max of 15 points, in this example) = 3.75
15 – 3.75 = 11.25 points to 2nd lowest proposer

The Evaluation Committee will independently evaluate all responsive submittals using the evaluation criteria defined above.

The Town reserves the right to award a contract to that firm that will best serve the interest of the Town in the Town's sole and absolute discretion. The Town reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals, or terminate the competitive solicitation process at any time and secure the required services by any other lawful means. The Town also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

Upon award of a Contract by the Town Commission, the Town Manager is authorized to execute the Contract on behalf of the Town, once approved by the Town Attorney as to form and legal sufficiency.

The Town Manager shall appoint a contract administrator or project manager for the contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review and approve all pay requests or deny same as required.

8. RESERVATIONS

The Town reserves the right to reject any and all qualifications and to waive informality, technical defect, or clerical error in any qualification, as the interest of the Town may require and further reserves the right to negotiate with one or more respondents as it sees fit.

All costs incurred in the preparation of the statement of qualifications will be borne entirely by the submitter. Anything submitted to the Evaluation Committee for consideration becomes the property of the Town of Pembroke Park and becomes public record.

The Town Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation or proceed in another manner.

9. INSURANCE

Without limiting its liability under the contract, the Proposer shall procure and maintain at its sole expense during the life of the contract, insurance of the types and the minimum amounts stated.

<u>Type</u>	<u>Amount</u>
Professional Liability	\$1,000,000
Comprehensive or Commercial General Liability	\$1,000,000
Comprehensive or Business Automobile Liability	\$1,000,000
Workers' Compensation Coverage as imposed by State Law	Statutory
Employers Liability	\$100,000/\$100,000/\$500,000

The Proposer's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover a contract provision that shall require the selected consultant to provide for indemnification of the Town concerning the performance of the services.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Town. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the Town.

The insurance coverages and conditions required shall not be suspended, voided, cancelled or modified except after thirty (30) days prior written notice has been given by certified mail, return receipt requested, to the Town's Public Works Department, 3150 Southwest 52nd Avenue, Pembroke Park, FL 33023.

The Town may, at its option, require a copy of the Proposer's insurance policies.

All insurance policies required within this RFQ and any contract subsequently entered into between the parties shall provide full coverage from the first dollar of exposure unless otherwise stipulated. No deductibles or self-insurance retention will be accepted without prior written approval from the Town. The Proposer's deductible/self-insurance retention's (SIRs) shall be disclosed to the Town and may be disapproved by the Town. They shall be reduced or eliminated at the option of the Town. The Proposer is responsible for the amount of any deductible or SIR.

Except for workers' compensation and professional liability insurance, the Proposer's insurance policies shall be endorsed to name the Town as an additional insured to the extent required by the Town awarded contract.

Insurance required of the Proposer or any other insurance carried by the Proposer shall be considered primary and any insurance of the Town shall be considered excess as may be applicable to claims under any contract or agreement between Town and Proposer.

Any party providing services or products to the Town will be expected to enter into a written agreement, contract, or purchase order with the Town that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so, may, at the sole discretion of the Town, disqualify any party from performing services or selling products to the Town provided, however, the Town reserves the right to waive any such requirement.

If a claims made form of professional liability coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The certification or proof of insurance must contain a provision for notification to the Town ten (10) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

10. STANDARD PROVISIONS

1) Cone of Silence:

- (a) Definitions: “Cone of Silence,” as used herein, means a prohibition on any communication regarding this RFQ between:
 - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - ii. the Town Commissioners, Town’s professional staff including, but not limited to, the Town Manager and his staff, any member of the Town’s selection or evaluation committee.
- (b) Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the Town Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Town Clerk, provide a copy thereof to each Town Commissioner, and may include the notice in any public solicitation for goods or services a statement disclosing the requirements of this section.
- (c) Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the Town Commission meeting (whether regular or special meeting) at which the Town Manager makes a written recommendation to the Town Commission for the award of the Contract. However, if the Town Commission refers back to the Town Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- (d) Exceptions to Applicability: The Cone of Silence shall not apply to:
 - i. Oral communications at pre-solicitation conferences held by Town procurement staff ;
 - ii. Oral presentations before selection or evaluation committees;
 - iii. Public presentations made to the Town Commissioners during any duly noticed public meeting;
 - iv. Communications in writing at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The Proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
 - v. Communications regarding a particular solicitation between a potential vendor, service provider, proposer, lobbyist or consultant and the Town’s Purchasing Agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- (e) Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer voidable by the Town Commission or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.
- (f) Clarification: Please contact the Town Attorney for any questions concerning “Cone of Silence” compliance.

- 2) **Governing Law**
Interested vendors will agree that agreements arising from an award on the RFQ shall be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida.
- 3) **Conflict Of Interest**
For purposes of determining any possible conflict of interest, each Proposer must disclose if any Town employee is also an owner, corporate officer, or an employee of his business.
- 4) **Drug Free Workplace**
The selected Proposer with whom an agreement will be negotiated may be required to operate a “Drug Free Workplace” as outlined in Florida Statute, Section 287.087.
- 5) **Public Entity Crimes**
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 provided in Florida Statute, Section 287.017, for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.
- 6) **Patent Fees, Royalties, And Licenses**
If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the Town from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the Town from any cost, expense, royalty or damage which the Town may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.
- 7) **Permits**
The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.
- 8) **Familiarity With Laws**
The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may apply to the performance of the services requested. Ignorance on the part of the Proposer will in no way relieve him /her from responsibility.
- 9) **Withdrawal Of Proposals**
A proposing firm may withdraw its proposal, without prejudice, no later than the advertised deadline for submission of proposals, by communicating its purpose in writing to Thomas Wilde, Assistant Town Manager, 3150 Southwest 52nd Avenue, Pembroke Park, FL 33023.

10) Composition Of Project Team

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The written approval of the Town will be required for any such diversion or substitution.

11) Contact Information

For additional information regarding this solicitation, please contact Thomas Wilde, Assistant Town Manager, twilde@townofpembrokepark.com.

ATTACHMENT A

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Qualifications (RFQ), Instructions, General and/or Special Conditions, Notes, Specifications, proposed agreement (when applicable) and/or any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my Statement of Qualification/Price Proposal will remain firm for a period of 90 days, in order to allow the Town adequate time to evaluate the submittals.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Pembroke Park or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Proposer hereby designates the person to contact for additional information about the Proposal:

Name:	_____
Telephone No:	_____
E-Mail Address:	_____
Firm Name:	_____
Address:	_____
City, State, Zip:	_____
Phone/fax Numbers:	_____

Able to Start Services: Calendar days after execution of contract: _____

ADDENDA ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum #: _____	Date: _____	Addendum #: _____	Date: _____	Addendum #: _____	Date: _____
Addendum #: _____	Date: _____	Addendum #: _____	Date: _____	Addendum #: _____	Date: _____
Addendum #: _____	Date: _____	Addendum #: _____	Date: _____	Addendum #: _____	Date: _____

ATTACHMENT A

PROPOSER'S CERTIFICATION (continued)

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. The Town may consider these variances in determining whether or not to make an award. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW?**

Variances:

Bidder, Proposer, or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the Town of Pembroke Park (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to Town or providing goods or services to Town.

Signature of Affiant

Title

STATE: FLORIDA
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

ATTACHMENT B

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

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

1. This sworn statement is submitted to the TOWN OF PEMBROKE PARK, FLORIDA

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 misrepresentations.
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, non-jury 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:
 - i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. 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.
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.

ATTACHMENT B

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

6. Based on information and belief, the statement, which I have marked below, is true in relations 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 ad 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 THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 of Affiant: _____ **Title:** _____

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__ by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT C

***AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT***

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

This sworn statement is submitted to the TOWN OF PEMBROKE PARK, FLORIDA

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:
_____-_____-_____.)

I, being duly first sworn state that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Affiant: _____ **Title:** _____

STATE: FLORIDA
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ATTACHMENT D

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the Town of Pembroke Park ("Town") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address *City* *State* *Zip Code*

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership %
-----------------	---------	-------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT D

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)
(Continued)**

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows:

Signature of Affiant: _____ *Title:* _____

STATE: FLORIDA	
COUNTY: _____	
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT E

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Bond; that _____, who signed the said Bond on behalf of the Principal was then _____ of said corporation that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(SEAL)

Secretary

STATE OF FLORIDA
COUNTY OF _____

Before me, a Notary Public duly commissioned, qualified, and acting personally appeared _____ to me well known, who being by me first duly sworn upon oath says that he is the Attorney-in-Fact for _____, Surety, and that he has been authorized by said Surety corporation to execute the foregoing Bond on behalf of the Contractor named therein in favor of the Town of Pembroke Park, Florida.

Signature of Affiant: _____ **Title:** _____

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA

COUNTY OF _____

_____, being first duly sworn, deposes and says that he (it) is the bidder in the above bid, for _____, that the only person or persons interested in said bid are named therein, that no officer, employee or agent of the Town of Pembroke Park or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Signature of Affiant: _____ *Title:* _____

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

ATTACHMENT G

STATEMENT OF NON-PARTICIPATION

If you do not intend to respond to this Request for Qualifications (RFQ), please complete and return this sheet to:

**Town of Pembroke Park
Todd Larson, Public Works Director
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023**

We, the undersigned, have declined to submit a proposal for the following reason(s):

_____ Insufficient time to respond to Request for Qualifications.

_____ Do not offer this product/service.

_____ Our schedule will not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Remove us from your "Bidder Mailing List".

_____ Other (please explain below).

Remarks:

We understand that if a "no bid" statement is not returned, our name may be removed from the Bidder's List of the Town of Pembroke Park.

Company Name: _____

Address: _____

City _____, State _____ Zip _____

Tel: _____

Date: _____ Signature: _____