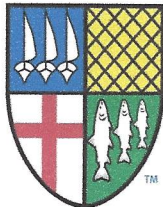


THE TOWN OF
Windermere



TOWN OF WINDERMERE

REQUEST FOR QUALIFICATIONS
for
PAVEMENT MANAGEMENT PLAN

RFQ #2020-02

DUE: November 20, 2020
4:00 P.M.

Deliver or mail responses to:
Robert Smith, Manager
Town of Windermere
614 Main Street
Windermere, FL 34786

**REQUEST FOR QUALIFICATIONS (RFQ)
for
PAVEMENT MANAGEMENT PLAN**

Overview

The Town of Windermere is requesting proposals from qualified, interested firms to conduct a Pavement Condition Survey and to develop a Pavement Management Program. The Pavement Management Program will include a comprehensive survey and inventory of the Town's paved roadway system. Services being requested include the preparation of reports to assist the Town in determining current conditions, current responsibilities, and establishing a maintenance and repair program for Town roadways based upon established variables (traffic, need, etc.)

SBE/MBE Participation

Please note that the Town encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

Term

Upon acceptance of the terms by both the Respondent and the Town, the Town intends to enter into a One (1) year contract term to begin on the effective date. Extensions may be mutually agreed upon prior to the expiration of the original term, incorporating the same terms and conditions as the original agreement.

Submittal Requirements

Respondents desiring to submit a SOQ, as described in the scope of services, shall submit one (1) original unbound and one (1) digital copy (USB) of their proposal no later than:

**4:00 p.m. on November 20, 2020 at the following location:
614 Main Street, Windermere, Florida 34786**

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her proposal reaches the Town. The time and date for receipt of proposals will be strictly observed. Any proposals received after the submittal deadline will be deemed non-responsive and returned to the Respondent unopened.

Questions/Inquiries

The Town will accept inquiries or questions regarding the contents of this RFQ until one (1) week prior to the submittal deadline. Answers to questions will be addressed through addenda and issued no later than four (4) days prior to the submittal deadline. If the Town is unable to provide answers in a timely manner, the submittal deadline may be extended as necessary.

Inquiries and Questions should be directed to the following contact:
Robert Smith, Manager – rsmith@town.windermere.fl.us

Proposal Format

The Proposal should be limited to no more than 10 pages (exclusive of required forms) and address the following criteria in an organized, easily identifiable manner:

1. **Cover Letter** – Provide a cover letter that includes the following: Primary Firm Name, Statement of Qualifications (SOQ) for the Pavement Management Services, why the Respondent believes they are uniquely qualified to provide the requested services, and contact information for the Respondent’s primary point of contact (s) as well as other employees or sub-consultants that will provide services under this RFQ.
2. **Qualifications** – Provide evidence that the firm meets the minimum qualifications required by this RFQ and include a minimum of 3 references from clients whom the Respondent has provided similar services in the past 5 years. Please include the name of the client, contact information, contract term and value, and the amount of services provided. References from Florida clients are preferable.
3. **Services Understanding and Approach** – Provide an understanding of the solicited services and the Respondent’s approach to providing these services.
4. **Form of Contract** – The form of the Contract to be used by the Town is attached hereto as Attachment A along with Exhibits A – C. The Respondent must include a statement that it has reviewed Attachment A and Exhibits A – C and agrees to be bound by the terms and conditions. The contract terms and conditions in Attachment A and Exhibits A – C are not negotiable.
5. **Complete and submit with the Proposal the following forms:**
 - a. Fee Schedule/Employee List – Exhibit C to Attachment A
 - b. Drug Free Workplace Certification – Attachment B
 - c. Equal Employment Opportunity Certification – Attachment C
 - d. Non-Collusion Oath – Attachment D
 - e. Good Faith Affidavit – Attachment E

Presentations

Presentations from the top-ranked respondents may be requested at the Town’s discretion if the Town is unable to determine an awardee based on proposal alone.

Terms and Conditions

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposer if the successful offer fails to execute a contract within (10) days of approval by the Town.

The Town reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of thirty (30) days, to provide to the Town the services set forth in this RFQ, or until one or more of the Respondents have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposer. The Town assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the Town bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The Firm awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least one (1) year after completion of the contract resulting from this RFQ. The Town shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the Town, for purposes of inspection, reproduction and audit without restriction.

Attachments and Exhibits:

Attachment A – Contract Agreement for PAVEMENT MANAGEMENT PLAN

- **Exhibit A to Attachment A** – Respondent's Response to the RFQ
- **Exhibit B to Attachment A** – Scope of Services
- **Exhibit C to Attachment A** – Fee Schedule/Employee List

Attachment B -- Drug Free Workplace Certification

Attachment C – Equal Employment Opportunity Certification

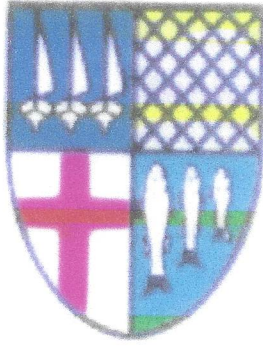
Attachment D – Non-Collusion Oath

Attachment E – Good Faith Affidavit

ATTACHMENT A

CONTRACT AGREEMENT

RFQ #2020-02PAVEMENT MANAGEMENT PLAN



AGREEMENT FOR PAVEMENT MANAGEMENT PLAN
between
THE TOWN OF WINDERMERE
and
[BUSINESS NAME]

This Agreement is dated _____, 2020 (the “Effective Date”) and is between the **Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and [business name], a [type of corporation/company], (the “Contractor”).

The Town issued RFQ 2020-02 (the “RFQ”), pursuant to which the Town has selected the Contractor to perform some or all of the services set forth in the RFQ.

The Town and the Contractor therefore agree as follows:

1. **Scope of Services.** The Contractor shall diligently and timely perform the Scope of Services requested by the Town under the terms of this Agreement and the terms and conditions outlined in the RFQ attached hereto as **Attachment A**. The Town may request changes in the scope of services. Such changes will not be binding unless mutually agreed to in writing and signed by the Town and the Contractor.
- 2.
3. **Term.** The initial term of this Agreement shall be for 12 months, beginning on the Effective Date and ending on _____. This Agreement may, by mutual written agreement of the parties, be extended for _____ additional one-year terms.
4. **Payment.** The Contractor shall provide the services, equipment and materials for \$ _____. All invoices received by the Town are payable within thirty days from the date of receipt, provided they have first been approved by the Town Manager or his designee.
5. **Taxes.** The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workman’s compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Agreement.

6. **Termination.** The Town may for any reason whatsoever terminate this Agreement upon ten days written notice to the Contractor. In the event of termination, the Contractor shall cease work and shall deliver to the Town all documents, including reports, surveys, plans, tracings, specifications, and all other data and material prepared or obtained by the Contractor in connection with this Agreement. The Town shall, upon delivery of the aforesaid documents, pay the Contractor for work completed through the date of termination and which is approved by the Town. Payment for work completed will constitute payment in full for services performed by Contractor.

7. **Indemnification and Limitation of Liability.**

a. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, contractors, employees, and council members from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (ii) breach of the terms of this Agreement by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iii) violations of applicable law by any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iv) disease or death of third parties (including Town employees and agents and those of the Contractor), or (v) damage to property to the extent attributable to the negligence or willful misconduct of the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable.

b. The Contractor expressly waives all claims against the Town, and its officers, directors, agents, contractors, employees, and council members for any loss, damage, personal injury or death occurring as a consequence of the Contractor's activities or the performance of services under this Agreement.

c. In no event shall the Town be liable to the Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. The Town shall not assume any liability for the acts, omissions, or negligence of the Contractor its agents, servants, employees, or subcontractors. In all instances, the Contractor shall be responsible for any injury or property damage resulting from any activities conducted by the Contractor.

e. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of

Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law.

8. **Insurance.**

a. The Contractor shall, at its expense, procure and maintain during the term of this Agreement insurance approved by Town of the following types or such other insurance as the Town may require from time to time:

- (1) **Worker's Compensation:** statutory benefits, as required by law.
- (2) **Employer's Liability:** limits of One Hundred Thousand Dollars (\$100,000) bodily injury by accident, injury and disease, and a Five Hundred Thousand Dollar (\$500,000) policy aggregate limit.
- (3) **Comprehensive General Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Five Million Dollars (\$5,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00).
- (4) **Comprehensive Automobile Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) bodily injury for each person and Five Million Dollars (\$5,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) Property Damage for each accident.
- (5) **Professional Liability/Errors and Omissions:** One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Consultant's negligent acts, errors or omissions relating to the services performed under this Agreement. Consultant shall include the Town as an additional insured under the policy terms and conditions.

b. On or before the Effective Date, the Contractor shall furnish the Town certificates of insurance evidencing compliance with the coverage requirements in this section and allowing thirty days written notice of any change, cancellation, or non-renewal. The certificates must contain the following words: "*Should any of the above described policies be canceled before the expiration date, the issuing company will mail a thirty day notice to the certificate holder named herein.*" Thereafter the Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

9. **Compliance with Federal, State, and Local Laws.** The Contractor shall comply with all applicable federal, state, and local laws and ordinances.

10. **Ownership of Documents.** All documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Contractor in connection with the services hereunder shall be delivered to, and shall become the property of the Town prior to the final payment to or upon completion of work by the Contractor.

11. **Public Records.**

a. To the extent Contractor is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

- (1) Keep and maintain public records required by the Town to perform the services under this Agreement.
- (2) Upon request from the Town's custodian of public records, 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 of the Florida Statutes or otherwise provided by law.
- (3) 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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, in a format that is compatible with the information technology systems of the Town.

b. If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 X 5323, DBURKHALTER@TOWN.WINDERMERE.FL.US, 614 MAIN STREET, WINDERMERE, FLORIDA 34786.**

12. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

13. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

14. **Modification; Waiver.** No provision of this Agreement may be modified, waived, or discharged unless that modification, waiver, or discharge is agreed to in writing signed by both parties, and if necessary, approved by the Town Council of the Town of Windermere. No waiver by either party of any breach of this Agreement by the other party will constitute a waiver of any other breach occurring at the same time or before or after.

15. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

16. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

17. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the services to be performed under the RFQ. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

18. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 17.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.

As to Town:

Town of Windermere

Robert Smith, Town Manager
Town of Windermere
614 Main Street
Windermere, Florida 34786
rsmith@town.windermere.fl.us
407-876-2563 x 5324

As to Contractor: [Insert contact info]

c. Subject to Section 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

- (1) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

19. **Assignability**. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in same, whether by assignment or novation, without the prior written approval of the Town.

20. **Independent Contractor**. The Contractor is and shall remain an independent contractor and not an employee of the Town.

Authorized parties are signing this Agreement as of the Effective Date stated in the introductory clause.

Town of Windermere: _____:

By: _____
Name: Robert Smith
Title: Town Manager

By: _____
Name: _____
Title: _____

ATTACHMENT A
RFQ

EXHIBIT A TO ATTACHMENT A

CONTRACTOR'S RESPONSE

RFQ #2020-02 PAVEMENT MANAGEMENT PLAN

Exhibit B

Scope of Services

Exhibit B

Pavement Management Plan

PROJECT SCOPE

Services will include the following to the extent approved by the Town Council and/or Town Manager

- Respondent will conduct an inventory of Town maintained paved roadways. This will include a determination of right of ways within HOA's located in the Town limits.
- Contractor will conduct a road surface condition survey using industry standard methods.
- The Contractor shall conduct single direction testing on two lane streets and shall conduct two directional testing on divided streets, arterials, and collect (local or otherwise)
- Surface conditions shall be conducted continuously over the entire length of the test section and not based on sample sections
- The actual investigation should include the following:
 - A proposed schedule of work and the services provide by the Respondent.
 - An environmental study that considers the effects of climate conditions, site conditions, drainage, and other factors affecting pavement performance.
 - A continuous and objective automated surface condition survey that includes a crack survey, macro texture survey, rut depth measurement and roughness survey.
 - Equipment used shall provide a high degree of repeatability. Documentation of the accuracy and repeatability may be required.
 - Analyze traffic data provided by the Town and conduct additional counts on roadways in such a way that the pavement life expectancy is determined.
- Develop a pavement management plan that includes the following:
 - Pavement Inventory: All paved roads Town has the responsibility to maintain and repair.

- Pavement condition: identify current condition and projected future performance for the next twenty years. Identify the condition of the base and subgrade and identify the existing and potential causes of pavement failure. Include any alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane/shoulder drop off, longitudinal and traverse cracking, patching and utility cuts, potholes, rutting, weathering and raveling.
 - Pavement Improvement Strategies: Rehabilitative Strategies should not be limited to overlays,
 - Cost Benefit Analysis
 - Priority Listing: Combine both pavement condition and traffic to establish user-benefit.
- The Pavement Management Plan should use the above data to develop a twenty year recommendation indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.
 - Respondent will recommend tools for staff to utilize to keep the pavement management plan current and operational (software, etc.)
 - Conduct Stakeholder meetings with Town Staff and Town Engineers.
 - Conduct presentation of findings to Town Council.

EXHIBIT C TO ATTACHMENT A
FEE SCHEDULE/EMPLOYEE LIST

Attachment B
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: ____ \ ____ \ ____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**ATTACHMENT C
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Town requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Company Name: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

**Attachment D
NON-COLLUSION OATH**

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

_____ and made oath that the Respondent herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20____, by _____.

Signature of Notary Public

[STAMP HERE]

State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**Attachment E
GOOD FAITH AFFIDAVIT**

I hereby propose to provide the services requested in the Town's RFP and, if awarded, enter into a contract with the Town. I agree that the terms and conditions of the Town's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Respondent or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of Town or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company Name

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of _____

County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

[STAMP HERE]