



REQUEST FOR QUALIFICATIONS

FOR

**PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS FOR
WATER AND WASTEWATER TREATMENT ENGINEERING & WATER DISTRIBUTION,
WASTEWATER COLLECTION, PAVING, GRADING AND DRAINAGE ENGINEERING**

RFQ # 011-15 / ED

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

RFQ # 011-15 / ED

PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS

Sealed Submittals, one (1) original, five (5) copies and one (1) electronic PDF copy, must be received on or before **July 7, 2015 at 10:00 AM Local Time**, in the Clerk's Office, Wellington City Hall located at 12300 W. Forest Hill Boulevard, Wellington, Florida 33414 for the following:

PROFESSIONAL CONSULTING SERVICES ON A CONTINUING CONTRACT BASIS FOR WATER & WASTEWATER TREATMENT ENGINEERING AND WATER DISTRIBUTION, WASTE WATER COLLECTION, PAVING, GRADING AND DRAINAGE ENGINEERING

All submittals will be publicly opened and read at that time. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt. All submittals must be delivered in sealed envelopes and plainly marked: **"Attention: Purchasing Office, RFQ #011-15/ED, Professional Consulting Services on Continuing Contract Basis- Water and Wastewater Treatment Engineering and Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering"**.

RFQ documents may be obtained, beginning on **June 1, 2015**, by visiting Onvia DemandStar (<http://www.demandstar.com>), by visiting the Village's website www.wellingtonfl.gov, at the Village Clerk's Office or by calling Ed DeLaVega, 12300 W. Forest Hill Boulevard, Wellington, FL 33414. Phone 561-791-4055 Fax (561) 904-5809- email- edelavega@wellingtonfl.gov.

Evaluation/Short-list Committee Review will be held on **July 28, 2015 at 10:00 A.M. Local Time in Wellington City Hall, 12300 W. Forest Hill Boulevard, Wellington, Fl. 33414**. Oral interviews will be conducted **August 13, 2015 beginning at 9:00 A.M. Local Time**. Consultant's selection will be announced after the oral interviews take place.

Professional Consulting Services covered under this solicitation include: 1) Water and Wastewater Treatment Engineering and 2) Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering.

Wellington reserves the right to accept or reject any or all RFQ submittals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept RFQ submittals which in its judgment best serves the interests of Wellington.

WELLINGTON
Publish: Palm Beach Post

Account #9-657448

PROFESIONAL CONSULTING SERVICES SELECTION

KEY DATES

1. Broadcast / Publication Release of RFQ: June 1, 2015
2. Deadline to submit Request for Information (RFI's): June 23, 2015
3. RFQ Submittal Deadline: July 7, 2015 at 10:00 AM Local Time
4. Evaluation/Short-list Committee Review: July 28, 2015 at 10:00 AM local Time
5. Oral Interviews: August 13, 2015 beginning at 9:00 AM
6. Consultant Selections Announced: August 13, 2015
7. Council Recommendations for Contract Negotiations: TBD
8. Contract Negotiations / Executions: TBD
9. Award Recommendations to Wellington Council: TBD

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

PROFESSIONAL CONSULTING SERVICES RFQ DOCUMENTS

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SECTION 1

GENERAL REQUIREMENTS

1.1 Introduction

The objective of this solicitation is to select and enter into a multi-year Continuing Professional Services Agreement with qualified professional service providers, generally described as: 1) Water and Wastewater Treatment Engineering; 2) Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering. The successful Professional Consultant shall be responsible for providing PROFESSIONAL CONSULTING SERVICES at locations and times specified by Wellington; shall be completely responsible for the supervision of such personnel in accordance with contract documents, and shall exercise exclusive control over persons employed to fulfill the contract requirements, in accordance with the RFQ specifications and related contract.

- 1. Water and Wastewater Treatment Engineering**
- 2. Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering**

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

Professional services will be for work that is estimated not to exceed \$2,000,000 in basic construction costs or \$200,000 in fees for studies for professional services pursuant to Statue 287.055 and for specific projects exceeding these thresholds as per the attached list of Capital Improvement Projects provided as Appendix A. A work order or similar document along with a purchase order will be issued for each project or task. All work normally will be performed by the Consultant at an off-site location (not in Wellington's offices). The Consultant will be required to provide its own equipment, materials and technical tools. Wellington will not allow Prime Consultant markups on any services provided by a Sub-Consultant.

1.2 Term of Contract:

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

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

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

1.3 Minimum Qualifications:

- The selected firms, and sub-consultants, shall be registered in the State of Florida to perform the professional services requested in this RFQ. The firm shall have State of Florida registered professionals for specified fields. (i.e. Professional Engineer, etc.);
- The selected firms shall have been in business and have a minimum of five (5) years experience in providing the professional services contemplated under this RFQ;
- Contract Manager shall be licensed in the State of Florida to provide at least one of the service categories/disciplines listed; have a minimum 10 years experience with municipal professional service contracts and shall have served as the Contract Manager for similar contracts;
- Project Manager for each service category/discipline must be licensed in the State of Florida as a Professional Engineer and have a minimum of seven (7) years experience in the applicable professional service category/discipline and have served as project manager on similar projects on a minimum of three (3) previous occasions;

1.4 OSHA:

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

1.5 Liability, Insurance, Licenses, and Permits:

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

1.6 Default/Failure to Perform:

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

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

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

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

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

1.7 Cancellation:

Wellington reserves the right to cancel this contract by written notice to the Professional Consultant effective the date specified in the notice, and the following will apply:

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

1.8 Instructions – Awarded Professional Consultants:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 W. Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

1.9 Applicable Law and Venue:

The law of the State of Florida shall govern the contract between Wellington and the successful Professional Consultant, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.10 Public Entity Crimes:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a

contract to provide any goods or services to a public entity; may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposal on leases of real property to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity. Each person or firm who elects to submit a Request for Qualification package shall notify the Purchasing Agent within thirty (30) days after a conviction of a contract crime applicable to it/him/her or to any officers, directors, executives, shareholders active in management, employees, or agent of their affiliates.

1.11 Conflict of Interest and Code of Ethics:

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON

If any Professional Consultant violates or is a party to a violation of the code of ethics of the State of Florida with respect to this RFQ, such Professional Consultant may be disqualified from performing the work described in this RFQ or from furnishing the services for which the RFQ is submitted and shall be further disqualified from proposing/bidding on any future RFP/Bid/RFQ for work or for goods or services for Wellington. A copy of the State Ethics Codes is available on line at <http://www.flsenate.gov>.

1.12 Non-Collusion:

The Professional Consultant certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same professional consulting services and is in all respects fair and without collusion or fraud.

No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in the contract cancellation, return of materials or discontinuation of services, and the possible removal from the vendor/contractor/bid/RFP list(s).

1.13 Florida Public Records Act:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right

1.14 Legal Requirements:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the qualifier/consultant will in no way be a cause for relief from responsibility.

1.15 Indemnification:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful

bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

1.16 Lobbying/Cone of Silence:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

1.17 Insurance:

The Professional Consultant shall provide insurance coverage as follows:

- *Workers Compensation Insurance* to apply for all employees in compliance with the “Workers Compensation Law” of the State of Florida and all applicable Federal laws. In addition, the policy (ies) must include Employers’ Liability with limits of one hundred thousand dollars (\$100,000.00) each accident, five hundred thousand dollars (\$500,000.00) each disease and one hundred thousand dollars (\$100,000.00) aggregate by disease. If the Professional Consultant is not an incorporated entity (i.e., sole proprietorship / partnership), or leases employees under the alternate employee laws of the State of Florida, Wellington shall require a minimum premium policy meeting the aforementioned requirements even though not required by the Workers compensation laws of the State of Florida. Filed certificates of exemption forms will not meet these requirements.
- Comprehensive General Liability with minimum limits of (\$500,000.00) five hundred thousand dollars. Such certificate shall list Wellington as additional insured.
NOTE: If Comprehensive General Liability limits are less than (\$500,000.00) five hundred thousand dollars, the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than \$500,000.00.
- Automobile Liability with minimum limits of (\$1,000,000.00) one million dollars each occurrence.
- Blanket Professional Liability Insurance with minimum limits of (\$1,000,000.00) one million dollars.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best’s Insurance Guide. This insurance shall be documented in certificates of insurance which provides that Wellington shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of Certificates or other documentation of insurance or policies

or copies of policies by Wellington or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of Professional Consultant's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to Wellington. The deductibles for coverage herein shall not exceed 5%.

The Professional Consultant must submit a copy of its current Certificate of Insurance. The awarded Professional Consultant, on contract issuance, will name Wellington as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to Wellington at least fifteen (15) days prior to coverage renewals. Regardless of the forgoing Wellington may require additional coverage or coverage as continued in the draft contract herein. Wellington reserves the right to make such elections.

1.18 Records and Audits:

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

1.19 Duty to Update Records:

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

1.20 Disputes:

A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

1.21 **Palm Beach County Office of Inspector General**

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

1.22 **Ownership of Work Products:**

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

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

SECTION 2 INSTRUCTION TO BIDDERS

2.1 **Introduction**

The purpose of this Request for Qualifications (RFQ) is to establish a multi-year contract for the provision of PROFESSIONAL CONSULTING SERVICES and related service categories, as and when needed, and in accordance with Section 287.055, Florida Statutes. The successful Professional Consultant shall be responsible for providing PROFESSIONAL CONSULTING SERVICES at locations and times specified by Wellington; shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms, and condition's, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFQ specifications and related contract.

Qualifiers will have the option of submitting qualifications for one (1) or any combination of professional consulting work listed above. **These firms and individuals (hereinafter "Professional Consultant")** shall be duly licensed and registered to practice in the State of Florida, and desire to render such services to Wellington.

Florida law requires Wellington to make a determination of a consultant's qualification to perform professional engineering consultant work prior to its engagement. The information submitted by each Consultant in the written RFQ response and the information gleaned from the oral interview process will be used by Wellington to make this determination.

2.2 **Instructions for Submitting:**

Firms shall submit one (1) original, five (5) copies and one (1) PDF electronic copy (CD) of the RFQ submittal in a sealed envelope plainly marked: "**Attention: Purchasing Office, RFQ #011-15/ED, Professional Consulting Services on Continuing Contract Basis**". The original submittal and copies of the submittal shall be organized into sections as per the tabs listed herein and shall be provided in 3 ring binders with no larger than a 1-1/2" spine. An electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm's name, RFQ number and title and date clearly displayed on the cover/label.

Each firm shall provide a cover letter at the front of the submittal followed by a Table of Contents. Tab#1 through Tab #5 shall contain the forms (attached as part of the RFQ) and information indicated. Tab#6 shall contain the form listing the services categories/disciplines for which you are submitting (form attached). Tab #7 shall contain copies of all applicable licenses, registrations and Certificates of Authorization. Tab #8 shall contain information about your firm, proposed Contract Manager, overall approach and methodology for professional services (**max 4 – 8.5” x 11” sheets of paper front & back**) and information about claims. Tabs #9 and #10 shall contain the following (**max. 5 - 8.5” x 11” sheets of paper front and back for each service category/discipline**): 1) Overview of Technical Capabilities; 2) Project Team & brief synopsis of experience, licenses and education for each member (full resumes are not required or desired); 3) Similar project experience; 4) Client references (Use attached form); 5) Permitting Experience and 6) Demonstration of Cost and Quality Control. Wellington will not accept separate binders for each separate service category. Firms not proposing on a particular service category shall include a “No Proposal” sheet under the specific tab. The Village reserves the right to request any additional information, from any proposer, deemed to be in the Village’s best interest.

RFQ SUBMITTAL ORGANIZATION

Cover Letter

Table of Contents

Tab # 1: Acknowledgement Form (Attached)

Tab # 2: Drug-Free Workplace Form (Attached)

Tab # 3: Wellington Local Preference Policy Form (Attached)

Tab # 4: Conflict of Interest Form (Attached)

Tab # 5: Evidence of Insurance Certification: Reference “Subsection 1.17 - Insurance”

Tab # 6: Service category/discipline Check List (Attached)

Tab # 7: Current License(s)/ Certificates of Authorization / Registration(s) of the firm to perform the applicable services in the State of Florida

Tab # 8: Firm Information, Contract Manager; Approach and Methodology (4 pages front and back maximum)

- Overview of Firm
- Location of Corporate Headquarters & Applicable Branch Offices
- Contract Manager
 - Name, Office Location, Contact Information
 - Relevant Experience, Education, Licenses/Registrations
- Continuing Services Contract Approach and Methodology
 - Approach and Methodology
 - Quality Control
 - Cost Control

- Pending, Ongoing and Past (last 3 years) Lawsuits and Claims with Clients, Sub Consultants and Vendors. Include Locations/Clients where firm has been barred, disqualified or prohibited from providing professional services.

NOTE: FOR EACH OF THE SERVICE CATEGORIES LISTED IN THE TABS BELOW, THE FOLLOWING INFORMATION SHALL BE PROVIDED AND IN THE ORDER LISTED. IF NOT SUBMITTING FOR A SERVICE CATEGORY, PLEASE INCLUDE A SHEET INDICATING NO PROPOSAL.

Tab # 9-10: Service Categories/Disciplines (5 pages front and back maximum)

- Overview of Capabilities
- Project Team Organization / Members
 - Sub consultants - Project Role, Name, Location, Contact Information
 - Team Members - Project Role, Experience, Education, Licenses/Registrations, Location
- Relevant Projects
 - Project Name, Location, Client, Year Complete, Description, Contact Information
- A maximum of four (4) Client References including names, titles, addresses, telephone number and e-mail address (Use Attached Form). Only the references provided in the attached form will be contacted, unless the Village determines additional reference checks are required.
- Demonstration/Summary of Experience with Regulatory and Permitting Agencies in South Florida
- Demonstration of Cost & Quality Control Performance for Similar Work

Submittals provided in tab #9 and tab #10 (below) is limited to five pages front and back.

Tab #9: Water and Wastewater Treatment Engineering Proposal

Tab #10: Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering Proposal

Each RFQ package submitted shall be signed by the individual Professional Consultant and/or by the authorized principals of the Professional Consultant's firm if other than an individual. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier.

All attachments and forms for the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

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

QUALIFIERS MUST SUBMIT ONE (1) IDENTIFIED ORIGINAL RFQ SUBMITTAL, PLUS FIVE (5) COPIES AND ONE (1) PDF ELECTRONIC COPY (CD).

2.3 RFQ Opening:

Responses to this RFQ shall be opened and publicly read in the **Wellington, City Hall, 12300 W. Forest Hill Boulevard Wellington, FL 33414** on **July 7, 2015 at 10:00 AM Local Time**. All responses

received after that time shall be returned, unopened. All submittals must be delivered in sealed envelopes and plainly marked: “**Attention: Purchasing Office, RFQ#011-15/ED Professional Consulting Services on Continuing Contract Basis**”.

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

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

2.4 Contact Person:

For any additional information regarding the specifications and requirements of this RFQ contact Ed De La Vega, 12300 W Forest Hill Blvd, Wellington, FL 33414. Phone (561) 791-4055 Fax (561) 904-5809.

2.5 RFQ Clarification:

Any questions or clarifications concerning this RFQ shall be submitted in writing by mail or facsimile or email to Ed DeLaVega, 12300 W. Forest Hill Blvd, Wellington, FL 33414. Phone 561-791-4055 Fax (561) 904-5809. edelavega@wellingtonfl.gov

The RFQ title/number shall be referenced on all correspondence. All questions must be received no later than June 23, 2015. All responses to questions / clarifications will be sent to all prospective Professional Consultants in writing via Demandstar. Demandstar will automatically notify all planholders of any inquiries, addendums and request for clarifications once posted by the Village. It shall be the responsibility of any prospective proposer to ensure receipt of all addenda issued.

2.6 Interpretations:

Unless otherwise stated in the RFQ, any questions concerning this RFQ should be submitted in writing to: Ed DeLaVega, 12300 W. Forest Hill Boulevard, Wellington, FL 33414, Phone 561-791-4055 Fax (561) 791-4045. edelavega@wellingtonfl.gov.

2.7 Clarification and Addenda to RFQ Specifications:

If any Professional Consultant contemplating submitting a response under this Request for Qualifications #011-15/ED, is in doubt as to the true meaning of the specifications or other documents or any part thereof, the Professional Consultant must submit to the Purchasing Department, by June 23, 2015, a request for clarification. All such requests for clarification must be made in writing, and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFQ, if made, will be made only by an Addendum duly issued by Wellington’s Purchasing Department. Wellington shall issue an Informational Addendum if clarification or minimal changes are required. Wellington shall issue a Formal Addendum if substantial changes which impact the technical submission of the RFQ are required. A copy of such Addendum will be sent to each Professional Consultant receiving the RFQ via Demandstar. In the event of conflict with the original RFQ Documents, the Addendum shall govern all other RFQ and Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.8 Local Preference Policy:

The Evaluation Committee will take into consideration when making their recommendation the proposer’s business location and award additional points to local businesses in accordance with the Wellington’s Local Preference Policy found in Chapter 9 of the Village’s Purchasing and Procurement Manual This Preference includes: (A) Western Communities local business with permanent location

and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary; (B) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

2.9 Method of Service Category/Discipline Awards:

The award of a minimum of one contract, per each professional category/discipline, or as determined by Wellington may be made to the responsive and responsible Professional Consultants whose qualifications are the most advantageous to Wellington and in accordance with Section 287.055, Florida Statutes.

2.10 Tied Proposals

If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- a. Delivery time – time for performance, if provided in the bid or proposal
- b. Certification of a “Drug Free Workplace Program” which meets the criteria established in F.F., Section 287.087.
- c. If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

2.11 Selection Criteria:

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee in accordance with the Village’s Purchasing Manual.

Awards shall be made to the responsible consultants whose qualifications are determined to be the most advantageous to Wellington

2.11.1 Written Submittal Evaluation Criteria:

Each Member of the Evaluation/Selection Committee will first evaluate the written proposals for non-service category/discipline content based on the criteria and cardinal point system listed in the table below. A maximum of 50 points is achievable. Each Selection Committee Member will then evaluate the written proposals for each service category/discipline based on the criteria listed in the table below. A maximum of 50 points is achievable. The total non-service category/discipline score will then be added to each score recorded for each service category/discipline to arrive at a total combined score. A combined maximum total score of 100 points is achievable for each service category/discipline plus local preference points, if applicable. For example, Firm A submits a proposal for Water and Wastewater Treatment Engineering and Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering. Firm A receives a non-category/discipline score of 35 points, and a Service Category/Discipline score of 35 points for Water and Wastewater Treatment Engineering and 25 points for Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering. The firm would receive a total combined score for Water and Wastewater Treatment Engineering of 70 points out of a possible 100 points and the total combined score for Water Distribution, Wastewater Collection, Paving Grading and Drainage Engineering is 60 points out of a possible 100 points.

Written Submittal Cardinal Scoring Criteria	Max
Non-Service Category/Discipline	
• Qualifications of the Firm	15
• Contract Approach / Methodology	15
• Qualifications of the Contract Manager	10
• Lawsuits and Claims	10
Total Non-Service Category/Disciplines	50
Service Category/Discipline:	
• Technical Capabilities	15
• Team Member Qualifications	15
• Relevant Project Experience	10
• Permitting Experience	10
Total Service Category/Disciplines	50
Grand Total	100

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer. For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

Upon completion of the technical criteria evaluation, rating and ranking, Wellington will conduct oral interviews with a minimum of three short listed firms for each discipline. Upon completion of the oral interviews, the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the interview criteria listed below:

2.11.2 Oral Interview Criteria

The Selection Committee will conduct oral interviews with each of the short listed firms. Selection committee members will ask a variety of questions pertaining to the work and the information contained in each firm’s RFQ submittal. Questions will not be provided in advance. Presentations are not required, requested or desired. It is highly encouraged that team members assigned to perform Wellington’s work attend the interview (Project Manager, Project Engineer/Architect/Surveyor, etc.). We are interested in understanding the technical abilities of team members actually assigned to perform Wellington’s work. Pursuant to Florida Statute Section 286.0113, all interview presentation sessions shall be closed to the public. Following the interview, the Selection Committee will score each firm based on the criteria listed in the table below for each applicable service category/discipline. Selection committee scoring session shall be opened to the public.

Oral Interview Cardinal Scoring Criteria	Max
Answers to Questions:	
<ul style="list-style-type: none"> • Technical Approach to Project and Specific Project Experience 	25
<ul style="list-style-type: none"> • Non-Technical Approach to Project and Specific Project Experience 	15
Team Member Interaction/Participation:	
<ul style="list-style-type: none"> • Principal • Project Manager • Project Engineer/Architect/Surveyor • Other Team Members 	10
Total Oral Interview Score	50

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third) of each proposer. For example:

Cardinal Number	Ordinal Number
50	1
45	2
43	3
40	4
36	5
35	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

Please note that the scores/rankings from the written proposal process are not included in the final ranking for award preference – only the scores/rankings from the Oral Interview process will be

Once the firms are ranked, the Selection Committee will forward the selection results, along with its recommendations, to the Wellington Council for consideration and approval to enter into contract negotiations with the recommended firms. At least one (1) firm for each service category/discipline will receive a contract. Once negotiated, the contracts will be recommended and forwarded to the Wellington Council for award.

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

The Award will be based on a review of all the information submitted, plus a review of references. Wellington reserves the right to visit and inspect Qualifier/Consultant facilities and locations where Professional Consultant is currently providing professional consulting services in determining its capacity to perform the services contained in the RFQ.

SECTION 3 SERVICE CATEGORIES/DISCIPLINES SCOPES OF WORK

3.1 Introduction

The Service Categories/Disciplines contemplated under this RFQ are listed below including a description of anticipated activities. The activities listed are intended to provide information for purposes of this RFQ, but may not represent all activities actually assigned. **All professional consultants must be properly licensed in the State of Florida.**

3.2 Water and Wastewater Treatment Engineering:

- Water Supply
 - Planning, design, permitting and construction of new and rehabilitation of existing water supply wells, equipment, deep injection wells and equipment, monitoring wells and equipment and transmission piping.
 - Well & Equipment Assessments and Surveys
 - Hydrogeological Modeling and Analyses
 - Mechanical Integrity Testing of Deep Injection Wells
 - Field Investigations
 - Planning Updates
 - Permitting Support
 - Operational Efficiency Studies and Investigations
 - Cost Estimation & Budget Support
 - Various Technical Support as Required
- Water Treatment:
 - Planning, design, permitting and construction of new and rehabilitation of existing water treatment and storage/pump facilities and storage/repump, including mechanical, electrical, I&C, piping and process systems. Potential treatment processes include nanofiltration, low pressure reverse osmosis, conventional lime softening and ion exchange.
 - Water quality investigations and studies
 - Modeling
 - Facility Assessments
 - Field Investigations
 - Permitting Support
 - Planning Updates
 - Process, Operational and Energy Efficiency Studies and Investigations
 - Cost Estimation and Budget Support
 - Various Technical Support as Required
- Wastewater Treatment:
 - Planning, design, permitting and construction of new and rehabilitation of existing wastewater/reuse treatment facilities, including electrical, mechanical, I&C, piping and process systems. Potential processes include activated sludge, aerobic digestion, sludge drying and reuse.
 - Water quality investigations and studies
 - Modeling
 - Facility Assessment
 - Field Investigations
 - Permitting Support

- Planning Updates
- Process, Operational and Energy Efficiency Studies and Investigations
- Cost Estimation and Budget Support
- Various Technical Support as Required

3.3 Water Distribution, Wastewater Collection, Paving, Grading and Drainage Engineering:

- Water Distribution and Storage:
 - Planning, design, permitting and construction of new and rehabilitation of existing water distribution and storage/repump facilities, including electrical, mechanical, I&C, piping and process systems
 - Water Quality Investigations and Studies
 - Infrastructure/Facility Assessments & Surveys
 - Unaccounted for Water Analyses
 - Hydraulic Modeling
 - Field Investigations
 - Permitting Support
 - Planning Updates
 - Operational and Energy Efficiency Studies and Investigations
 - Cost Estimation and Budget Support
 - Various Technical Support as Required
- Wastewater Collection:
 - Planning, design, permitting and construction of new and rehabilitation of existing wastewater collection facilities including gravity collection, force mains and lift stations, including electrical, mechanical, I&C, piping and process systems
 - Inflow/Infiltration Investigations and Studies
 - Infrastructure/Facility Assessments and Surveys
 - Hydraulic Modeling
 - Field Investigations
 - Permitting Support
 - Planning Updates
 - Operational and Energy Efficiency Studies and Investigations
 - Cost Estimation and Budget Support
 - Various Technical Support as Required
- Paving, Grading and Drainage:
 - Planning, design, permitting and construction of new rehabilitation of existing surface water facilities and transportation facilities including created wetlands, lakes, impoundments, canals, swales, culverts, pipes, pump stations, control structures, roads, equestrian trails, pedestrian paths, bicycle paths, streetscape, grading and drainage systems.
 - Facility Assessments and Surveys
 - Stormwater Management
 - Water Quality Studies and Investigations
 - Hydraulic Modeling
 - Seepage Analyses
 - Hydrographic Surveys
 - Corridor Planning
 - FDOT Project Development and Environment Studies
 - MOT Support
 - Bridge Inspections
 - Cost Estimation and Budget Support

APPENDIX A

CAPITAL IMPROVEMENT PROJECTS

Projects Anticipated to be in Excess of \$2,000,000 Construction Value or
\$200,000 Professional Services Value

WATER TREATMENT FACILITY R&R
WATER TREATMENT FACILITY EXPANSION
WELL R&R
RAW WATER EXPANSION
WATER RECLAMATION FACILITY R&R
DISTRIBUTION SYSTEM R&R EXPANSION
LIFT STATION R&R
COLLECTION SYSTEM R&R
ACME IMPROVEMENT DISTRICT DRAINAGE SYSTEM R&R
120 TH STREET SOUTH ROAD IMPROVEMENT PROJECT
STRAZULLA WATER SUPPLY AND STORAGE PROJECT
ASSET MANAGEMENT SYSTEM DEVELOPMENT & IMPLEMENTATION
COMMUNICATION SYSTEM R&R EXPANSION (WLAN, FIBER NETWORK)
PARK FACILITY R&R AND DEVELOPMENT
PROFESSIONAL CENTER REDEVELOPMENT
RECLAIMED WATER SYSTEM EXPANSION
WATER RECLAMATION FACILITY- DIGESTER EXPANSION

(Signature)

(Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

DRUG-FREE WORKPLACE (TAB #2)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We 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. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, 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 Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

LOCAL PREFERENCE (TAB #3)

WELLINGTON LOCAL PREFERENCE

**APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH
VILLAGE OF WELLINGTON FLORIDA’S LOCAL PREFERENCE POLICY**

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington’s Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington’s Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a “Western Communities local business” a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit “A” hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County’s and/or municipalities’ Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a “Palm Beach County local business” a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

Western Communities Local Business

Palm Beach County Local Business

Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County (2) the following municipality: _____ (3) located in unincorporated Palm Beach County:

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington’s Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by _____ He/She is personally known to me or has presented

_____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by
_____. He/She is personally known to me or has presented

_____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT (TAB# 4)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR’s duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

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

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term “purchasing agent”, “elected official” or “appointed official”, as used in this paragraph, shall include the respective individual’s spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term “employee”, “elected official” and “appointed official”, as used in this paragraph, shall include such respective individual’s relatives and household members as described and defined in the Palm Beach County Code of Ethics.

To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON’s Planning, Zoning and Building Department.

The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DISCIPLINES CHECKLIST (TAB# 6)

Please check on Disciplines your firm will be proposing:

- 1. Water and Wastewater Engineering bid proposal _____
- 2. Water Distribution ,Wastewater Collection, Paving, Grading
and Drainage Engineering _____

REFERENCES (TAB# 9 and/or #10)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER AND E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	