



**REQUEST FOR QUALIFICATIONS**

**FOR**

**ENGINEERING AND ARCHITECTURAL SERVICES FOR GREENBRIAR PARK AND SOUTH  
SHORE COMMUNITY PARK**

**RFQ # 025-17/ED**

## **LEGAL NOTICE**

### **REQUEST FOR QUALIFICATIONS**

#### **RFQ # 025-17/ED**

Sealed Submittals, one (1) original, five (5) copies and one (1) electronic PDF copy, must be received on or before **January 18, 2017 at 10:00 AM Local Time**, in the Clerk's Office, Wellington City Hall located at 12300 Forest Hill Boulevard, Wellington, Florida 33414 for the following:

#### **RFQ# 025-17/ED- Engineering/Architectural Services for Greenbriar Park and South Shore Community Park.**

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 #025-17/ED, "Engineering/Architectural Services for Greenbriar Park and South Shore Community Park"**.

RFQ documents may be obtained, beginning on **December 18, 2017**, by visiting Onvia DemandStar (<http://www.demandstar.com>), by visiting the Village's website [www.wellingtonfl.gov](http://www.wellingtonfl.gov), at the Village Clerk's Office or by calling 561-791-4107, 12300 Forest Hill Boulevard, Wellington, FL 33414. Fax (561) 904-5817 email-dzembrzuski@wellingtonfl.gov.

Evaluation/Short-list Committee Review will be held on **January 25, 2017 at 10:00 A.M. Local Time in Wellington City Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414**. Presentations and oral interviews will be conducted **February 1, 2018 beginning at 9:00 A.M. Local Time**. Consultant's selection will be announced after the oral interviews take place.

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

## **PROFFESIONAL CONSULTING SERVICES SELECTION**

### **KEY DATES**

- |  |                                     |
|--|-------------------------------------|
| 1. Broadcast / Publication Release of RFQ:             | <b>December 18, 2017</b>            |
| 2. Deadline to submit Request for Information (RFI's): | <b>January 11, 2018</b>             |
| 3. RFQ Submittal Deadline:                             | <b>January 18, 2018 at 10:00 AM</b> |
| 4. Evaluation/Short-list Committee Review:             | <b>January 25, 2018 at 10:00 AM</b> |
| 5. Presentations and Oral Interviews:                  | <b>February 1, 2018 at 9:00 AM</b>  |
| 6. Council Recommendations for Contract Negotiations:  | <b>February 13, 2018</b>            |
| 7. Award Recommendations to Wellington Council:        | <b>February 27, 2018</b>            |

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

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# **SECTION 1**

## **GENERAL REQUIREMENTS**

### **1.1 Introduction**

The objective of this solicitation is to select and obtain the services of a Professional Consultant Team to provide services for the design, permitting, bidding and construction administration services for the development and construction of the Greenbriar Park and the South Shore Community Park.

The successful professional consultant team shall be responsible for reviewing existing Palm Beach County and Wellington Codes, Resolutions, and Ordinances and State of Florida Building Codes and for incorporating the above data into complete construction documents including final construction plans (working drawings), technical specifications, construction estimates and related bid documents necessary for the bidding and construction of the project.

Services anticipated include: Civil, Structural, Electrical, Mechanical, Geotechnical, Architectural, sports field consulting, and other technical services as required. The scope of services includes design of certain typical park features (i.e. dugouts, storage buildings, concession stands, pavilions, etc.). The design and detail of these features may be utilized by the Village at various facilities and as such may require the consultant to provide services for same, or provide all designs, details, and calculations for use by the Village as permitted by law. Some elements of the project may need to be designed so as to allow phasing of construction. All work shall be performed in accordance with all applicable Federal, State, and local laws, rules and regulations and current industry standards.

The selected design team may be required to work with a construction manager during the design and construction phase of the project. Notwithstanding the foregoing, the final project delivery method has not been determined at this time.

### **1.2 Minimum Qualifications:**

- The selected professional consultant team (prime and sub-consultant) shall be registered in the State of Florida to perform the professional services requested in this RFQ. The team (prime and sub-consultant) shall have State of Florida registered professional for specified fields (i.e. Registered Engineer, Registered Architect, etc.)
- The selected firms shall have been in business and have a minimum of five (5) years' experience in providing architectural, engineering and planning services.
- The team project manager must be licensed in the State of Florida as a Registered Engineer and have a minimum of ten (10) years' experience in services for public facilities and has served as project manager/construction manager on similar projects on a minimum of three (3) previous occasions.
- Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of three years' experience in providing professional services for similar projects.
- The selected team requires architectural and/or engineering expertise in planning, design, permitting, bidding and construction administration phases of services for similar projects.

- The selected team must have knowledge of current rules and regulations of local, state, and federal agencies regulating the environment, land use, and building code provisions.
- The selected team shall have working knowledge of sport field turf and current USGA specifications for design and construction of sports field turf.

All work 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.

#### **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 (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 must show purchase order numbers and shall be submitted to the Project Manager and copy Accounts Payable, 12300 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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RACHEL CALLOVI AT 561-791-4000, [RCALLOVI@WELLINGTONFL.GOV](mailto:RCALLOVI@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**



#### **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, hold 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:**

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 submittals 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). 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 the Purchasing 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 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 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 objective of this Request for Qualifications (RFQ) is to select and obtain services of a professional consultant team to provide services for the design, permitting, bidding and construction administration services for the development and construction of the Greenbriar Park and South Shore Community Park.

Florida law requires Wellington to make a determination of a consultant's qualification to perform services 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 #025-17/ED – Engineering/Architectural services for Greenbriar Park and South Shore Park**". 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 evidence of insurance per Section 1.17. Tab#7 shall contain copies of all applicable licenses, registrations and Certificates of Authorization. Tab #8 shall contain the Questionnaire attached, Tab# 9 shall contain information about your firm, proposed Contract Manager, overall approach and methodology for professional services (**max 10 – 8.5” x 11” sheets of paper front & back**) and information about claims. Tabs #10 shall contain the following (**max. 5 - 8.5” x 11” sheets of paper front and back**): 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) Demonstration of Cost and Quality Control. 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: Non-Collusion (Attached)

Tab # 6: Evidence of Insurance Certification: Reference “Subsection 1.17 - Insurance”

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

Tab # 8: Questionnaire (attached)

Tab # 9: Firm Information, Contract Manager; Approach and Methodology (10 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
- Project Manager
  - Name, Office Location, Contact Information
  - Relevant Experience, Education, Licenses/Registrations
- Project Specific 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 had a contract terminated, been barred, disqualified or prohibited from providing professional services. Any proposer who omits relevant information may be deemed non-responsive or may be grounds for contract termination.

Tab # 10: Architectural/Engineering Design Services (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 of Cost & Quality Control Performance for Similar Work

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 Forest Hill Boulevard Wellington, FL 33414** on **January 18, 2018 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#025-17/ED-Engineering/Architectural Services for Greenbriar Park and South Shore Park”**.

All RFQs submitted shall include the completed RFQ forms and information. RFQs may 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 Danielle Zembrzusi, 12300 Forest Hill Blvd, Wellington, FL 33414. Phone (561) 791-4107 Fax (561) 904-5817 [dzembrzusi@wellingtonfl.gov](mailto:dzembrzusi@wellingtonfl.gov)

### **2.5 RFQ Clarification:**

Any questions or clarifications concerning this RFQ shall be submitted in writing by email to Danielle Zembrzusi at [dzembrzusi@wellingtonfl.gov](mailto:dzembrzusi@wellingtonfl.gov).

**The RFQ title/number shall be referenced on all correspondence.** All questions must be received no later than **January 11, 2018 by 5:00 PM local time.** 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: Danielle Zembrzuski, Phone 561-791-4107 [dzembrzuski@wellingtonfl.gov](mailto:dzembrzuski@wellingtonfl.gov).

## **2.7 Clarification and Addenda to RFQ:**

If any Professional Consultant contemplating submitting a response under this Request for Qualifications #025-17/ED requires clarification regarding the RFQ, the Professional Consultant must submit to the Purchasing Department, through **February 11, 2018**, by 5:00 PM local time, 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.

## **2.09 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 log sheet provided by the Clerk's Office.

## 2.10 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. A combined 100 points is achievable plus local preference points, if applicable.

<b>Written Submittal Cardinal Scoring Criteria</b>	<b>Max</b>
<b>Non-Service Category/Discipline</b> <ul style="list-style-type: none"><li>• Qualifications of the Firm</li><li>• Contract Approach / Methodology</li><li>• Qualifications of the Contract Manager</li><li>• Lawsuits and Claims</li><li>• Minority Enterprise as certified by the State</li></ul>	15 15 10 5 5
<b>Total Non-Service Category/Disciplines</b>	<b>50</b>
<b>Service Category/Discipline:</b> <ul style="list-style-type: none"><li>• Technical Capabilities</li><li>• Team Member Qualifications</li><li>• Relevant Project Experience</li></ul>	20 15 15
<b>Total Service Category/Disciplines</b>	<b>50</b>
<b>Grand Total</b>	<b>100</b>



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. 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 short listed firms shall be required to attend a thirty-five (35) minutes presentation and interview session with the members of the selection committee. Proposers shall be provided twenty (20) minutes for their presentation and the selection committee will conduct fifteen (15) minutes 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. It is highly encouraged that team members assigned to perform Wellington's work attend the interview. 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. Selection committee scoring session shall be opened to the public.



**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 firm. Any such negotiations shall be conducted by the Village's Director of Purchasing. Negotiations are subject to Sunshine Law, even if portions of the meetings are exempt and closed. At least one (1) firm will be awarded a contract, if approved by Village Council. 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.

The five-member selection committee will consist of the following staff members:

1. Tanya Quickel – Director of Financial and Administrative Services
2. Robert Basehart – Director of Planning, Zoning, and Building
3. Tom Lundeen – Village Engineer
4. Bruce Delaney – Parks and Recreation Director
5. Bruce Wagner – Public Works Director

## **SECTION 3**

### **SERVICE CATEGORIES/DISCIPLINE SCOPE OF WORK**

#### **3.1 Introduction**

The Village of Wellington is requesting proposals from Engineering and Architectural Design Professionals to provide civil engineering, structural engineering, electrical engineering (including site lighting), mechanical engineering, geotechnical engineering, architectural, landscape architecture and construction management services for the development and construction of the Greenbriar Park and South Shore Community Park located at 2975 Greenbriar Boulevard and 3401 South Shore Boulevard, Wellington, Florida 33414, respectively.

The project objectives for each park include, but are not limited to the following:

**Greenbriar Park:**

1. Provide Four (4) multiuse sport turf fields with a design prepared by a natural turf specialist, final dimensions to be provided by Village of Wellington Parks and Recreation Department;
2. Spectator bleachers;
3. Provide an approximate 2000 s.f. building with pavilion areas for patrons, concessions, restrooms, announcers booth, storage space, electrical room and janitor's closet;
4. Site lighting capable of serving night games and parking lot security;
5. Associated parking and site work incidental to construction of the multiuse fields and concessions.
6. Public water and sanitary sewer facilities to serve the proposed concession stand, existing restroom facilities and the future PBSO sub-station, including a municipal lift station.

**South Shore Community Park:**

1. Provide six (6) baseball/softball fields with a design prepared by a natural turf specialist. The fields shall include dugouts and bleachers (dimensions to be provided by Village of Wellington Parks and Recreation Department);
2. An enclosed indoor gymnasium (approx. 30,000 s.f.) with the following components:
  - a. Three (3) indoor basketball courts
  - b. Reception area
  - c. Restrooms (with outdoor accessibility)
  - d. Administrative office
  - e. Kitchen/break room
  - f. Associated storage areas, electrical room and janitors closet
3. Provide an approximate 2000 s.f. building with concession area, restrooms, announcers booth, storage space, electrical room and an janitor's closet;
4. Site lighting capable of serving night games and parking area security;
5. Associated parking and site work incidental to construction of the multiuse fields and concessions.
6. Public water and sanitary sewer facilities to serve the proposed concession stand and gymnasium.

**Design Phase Services Include:**

- Provide design development documents for civil, structural, mechanical, electrical, plumbing, fire protection architectural and landscape architecture.
- Prepare program and design analysis as required to fit the budget and needs of the Village of Wellington.
- Prepare construction documents as required through all governmental agencies including civil, structural, mechanical, electrical, plumbing, fire protection architectural and landscape architecture as required for permitting the Project and structures.
- Coordinate the develop permitting documents as required for all permits and provide responses to any plan review comments to assure all permits are issued (including the Wellington Building Department).
- Provide electrical documents which include design and documentation of all required power elements for the Project site and structures.
- Provide mechanical and plumbing services to include design, documentation and coordination (discipline) for the Project site and structure.
- Coordinate the designs of the landscape architect and civil (site) engineer.

- Provide permitting, bidding, contractor selection services, construction administration and project close-out services.
- Provide an authorized representative of the Engineer and Architect of Record (for all disciplines) to make all necessary on and off-site observations (shop drawing reviews) of the materials furnished and of the services performed by the Contractor(s).
- As required, the Consultant's Project Manager shall attend and make presentations for all meetings of the Wellington Village Council, Wellington Committees and Boards and all other meetings required by the Village Engineer.
- Prepare the Construction Documents based on the approved Design Development Documents and any adjustments/comments to the design required by the permitting agencies, other governmental authorities and other such committees or boards authorized by the Village of Wellington.
- Prepare progress sets of Construction Documents to be submitted for the Village of Wellington's review and approval at 30%, 60%, 90% and 100% milestones, unless otherwise approved in writing by the Village of Wellington. All construction documents, construction drawings, renderings, plans, specifications, and other materials required for the bidding process shall be finalized prior to bidding of the project.
- Provide review, comment (if required) and approval of the Contractor's shop drawing and product data submittals.
- Provide review, comment (if required) and approval recommendation for the Contractor's request for payment applications.
- Attend a minimum of one substantial completion walk through of the Project.
- Prepare a punch list document for the contractor.
- Attend a minimum of one punch list review walk through following substantial completion to ascertain if that the contractor's punch list obligations have been fulfilled.
- Submit to the Village of Wellington, a certificate of completion to which shall constitute a representation by the Architect that the architectural portions of the Project is complete, that all punch list items have been corrected and all documents for close-out of the Project have been reviewed and approved.
- Submit to the Village of Wellington, a certificate of completion to which shall constitute a representation by the Engineer of Record that the site improvement portions of the Project is complete, that all punch list items have been corrected and all documents for close-out of the Project have been reviewed and approved.

## SECTION 4 FORMS

### RFQ # 025/17-ED ACKNOWLEDGEMENT (TAB# 1)

To: Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

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(Professional Consultant)

agrees to provide PROFESSIONAL CONSULTING SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the PROFESSIONAL CONSULTING SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by Wellington for the quality of service quoted.

The undersigned agrees to the right of Wellington to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred and twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, Wellington and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between Wellington and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee PROFESSIONAL CONSULTING SERVICES within \_\_\_\_\_calendar days from receipt of Purchase Order or Work Authorization/Notice to Proceed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF  
ENTITY

By: \_\_\_\_\_ / \_\_\_\_\_  
(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.

---

### **CONFLICT:**

☐ **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**

**NON-COLLUSION AFFIDAVIT (TAB# 5)**

State of \_\_\_\_\_

County of \_\_\_\_\_

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

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

\_\_\_\_\_  
Print name of designated signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

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

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

(Affix Seal Here)

\_\_\_\_\_  
(Name Printed)

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**QUESTIONNAIRE (TAB#8)**

**PROJECT:**                    Engineering/Architectural Services- Greenbriar/South Shore Park

**OWNER:**                    VILLAGE OF WELLINGTON

**CONSULTANT:** \_\_\_\_\_

**INSTRUCTIONS**

- A.     All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B.     The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.
- C.     Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.
- C.     If there are any questions concerning the completion of this form, the proposer is encouraged to contact Danielle Zembrzuski- 561-791-4107- [dzembrzuski@wellingtonfl.gov](mailto:dzembrzuski@wellingtonfl.gov).

Proposer's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual  
Partnership (Circle One)  
Corporation

If a Corporation, answer this:

When Incorporated: \_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation:

Date of Registration with  
Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ( )

No ( )

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.



5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have)\_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court \_\_\_\_\_ of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). Please also include a list of any clients within the boundaries of the Village of Wellington that the proposer or its firm has had within the last five (5) years.

The proposer understands that information contained in this Questionnaire will be relied upon by Wellington in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the Village Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Palm Beach Sheriff's Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Signature of Authorized Representative

\_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_

## REFERENCES (TAB#10)

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

