



**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS**  
**RFQ # 202121**

## **LEGAL NOTICE**

### **VILLAGE OF WELLINGTON REQUEST FOR QUALIFICATIONS**

The Village of Wellington is accepting sealed submittals for RFQ# 202121 - 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 **June 28, 2021 at 10:00 AM Local Time**, in the Clerk's Office at the address below.

**Village of Wellington  
Clerk's Office  
12300 Forest Hill Boulevard  
Wellington, FL 33414**

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: Clerk's Office, RFQ# 202121 - Professional Consulting Services on Continuing Contract Basis"**

RFQ documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) or [www.wellingtonfl.gov/purchasing](http://www.wellingtonfl.gov/purchasing) starting on **May 26, 2021**.

Evaluation/Short-list Committee Review will be held on July 22, 2021 at 9:00 A.M. Local Time in Village of Wellington's City Hall, 12300 Forest Hill Boulevard, Wellington, Fl. 33414. Presentations and oral interviews will be conducted on August 11, 2021 beginning at 9:00 A.M. Local Time.

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.

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: Attn: Danielle Zembrzuski, 12300 Forest Hill Boulevard, Wellington, Florida 33414: Ph 561-791-4107 or email: [dzembrzuski@wellingtonfl.gov](mailto:dzembrzuski@wellingtonfl.gov).

Publish: Palm Beach Post May 26, 2021

Account #9-657448

## **PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS**

### **KEY DATES**

- |  |  |
|--|--|
| 1. Release of RFQ:                                     | <b>May 26, 2021</b>                          |
| 2. Deadline to submit Request for Information (RFI's): | <b>June 18, 2021</b>                         |
| 3. RFQ Submittal Deadline:                             | <b>June 28, 2021 at 10:00 AM</b>             |
| 4. Evaluation/Short-list Committee Review:             | <b>July 22, 2021 at 9:00 AM</b>              |
| 5. Presentations and Oral Interviews:                  | <b>August 11, 2021 beginning at 9:00 A.M</b> |
| 6. Council Recommendations for Contract Negotiations:  | <b>TBD</b>                                   |
| 7. Contract Negotiations / Executions:                 | <b>TBD</b>                                   |
| 8. Award Recommendations to Wellington Council:        | <b>TBD</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 enter into a multi-year Continuing Professional Services Agreement with qualified professional service providers, generally described as: 1) Water and Wastewater Treatment Engineering 2) Utility General Civil, Water Distribution and Storage, and Wastewater Collection Engineering 3) Civil Engineering 4) Traffic Engineering. The successful Professional Consultant for each category 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. The Village reserves the right to select more than one firm.

1. Water and Wastewater Treatment Engineering
2. Utility General Civil, Water Distribution and Storage, and Wastewater Collection Engineering
3. Civil Engineering
4. Traffic 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 \$4,000,000 in basic construction costs or \$500,000 in fees for studies for professional services pursuant to Statue 287.055. 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 (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 Firm:**

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 firm, 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 firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this RFQ, such firm 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 proposer 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, CHEVELLE NUBIN AT 561-791-4000, [CNUBIN@WELLINGTONFL.GOV](mailto:CNUBIN@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 proposer 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 meet the insurance requirements as described in Article 4 of the attached Sample Agreement.

#### **1.18 Records and Audits:**

The awarded firm 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 awarded firm 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 awarded firm 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.

**1.23 Scrutinized Companies:**

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, proposer certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, proposer further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that proposer has submitted a false certification, the Village may terminate Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

**1.24 Compliance with F.S. 448.095:**

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

## 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: Clerk’s Office, RFQ# 202121 - 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 (PDF) of the original shall be provided along with the original binder. The original submittal and each PDF 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 #6 shall contain the forms (attached as part of the RFQ) and information indicated. Tab#7 shall contain evidence of insurance. Tab#8 shall include a copy of the firm's Memorandum of Understanding (MOU) with the Department of Homeland Security. Tab#9 shall contain the form listing the services categories/disciplines for which you are submitting (form attached). Tab #10 shall contain copies of all applicable licenses, registrations and Certificates of Authorization. Tab #11 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 #12 through Tab 15 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.

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: Certification Pursuant To Florida Statute § 215.4725 (Attached)

Tab # 7: Evidence of Insurance Certification

Tab # 8: E-Verify Memorandum of Understanding (MOU)

Tab # 9: Service category/discipline Check List (Attached)

Tab #10: 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 #11: 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
- 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 # 12-15: 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 #12 and Tab #15 (below) is limited to five pages front and back.**

Tab #12: Water and Wastewater Treatment Engineering

Tab#13: Utility General Civil, Water Distribution and Storage, and Wastewater Collection Engineering

Tab #14: Civil Engineering

Tab #15: Traffic Engineering

Each RFQ package submitted shall be signed by an authorized principal of the firm. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier.

All RFQ submittals must be delivered as specified. To be considered, the proposer 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.**

## **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 June 28, 2021 at 10:00 AM 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: Clerk’s Office, RFQ# 202121 - Professional Consulting Services on Continuing Contract Basis”**

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 Proposer 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 Zembrzuski, 12300 Forest Hill Blvd, Wellington, FL 33414. Phone (561) 791-4107 [dzembrzuski@wellingtonfl.gov](mailto:dzembrzuski@wellingtonfl.gov).

#### **2.5 RFQ Clarification/ Interpretations/ Addenda:**

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

**The RFQ title/number shall be referenced on all correspondence.** All questions must be received no later than **June 18, 2021**. All responses to questions / clarifications will be sent to all prospective Proposers in writing via Demandstar and the Village of Wellington’s website. 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.

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. 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.

#### **2.6 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.

#### **2.7 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 if 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.

## 2.8 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 proposer whose qualifications are determined to be the most advantageous to Wellington

### 2.8.1 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 Civil Engineering and Traffic Engineering. Firm A receives a non-category/discipline score of 35 points, and a Service Category/Discipline score of 35 points for Civil Engineering and 25 points for Traffic Engineering. The firm would receive a total combined score for Civil Engineering of 70 points out of a possible 100 points and the total combined score for Traffic Engineering is 60 points out of a possible 100 points.

<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 Project 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><li>• Permitting Experience</li></ul>	15 15 10 10
<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



<ul style="list-style-type: none"> <li>○ Areas of consideration in the evaluation: demonstrated understanding of the Village's needs, goals and objectives under the RFQ, demonstrated innovation in project approach, quality and clarity of the presentation/written response and demonstrated ability to meet budget and deadlines.</li> </ul>	
<ul style="list-style-type: none"> <li>● Minority Enterprise as certified by the State</li> </ul>	5
<b>Total Oral Interview Score</b>	<b>50</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
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. Any such negotiations shall be conducted by the Village's Director of Purchasing or designee. Any negotiations are subject to Sunshine Law, even if portions of the meetings are exempt and closed. 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:

The Village of Wellington is requesting proposals to assist the Village with projects to be completed by Professional Engineer registered in the State of Florida. The tasks that may be requested by the Village of Wellington include, but are not limited to:

1. Water Supply
  - a. Planning, design, permitting and construction phase services for new and existing water supply wells including technical analysis, mechanical, electrical and control equipment.
  - b. Planning, design, permitting and construction phase services for new and existing deep injection wells including technical analysis, mechanical, electrical and control equipment
  - c. Raw watermain design and permitting
  - d. Condition assessments and surveys
  - e. Hydrogeological Modeling and Analyses
  - f. Field Investigations
  - g. Master Planning
  - h. Permitting Support
  - i. Operational Efficiency Studies and Investigation
  - j. Cost Estimation & Budget Support
  - k. Water quality investigations and studies
  - l. Various Technical Support as Required
2. Water Treatment:
  - a. Planning, design, permitting and construction phase services for new and rehabilitation of membrane and lime softening treatment plants including associated pretreatment, post treatment, chemical systems, emergency power, electrical, instrumentation and controls and all other support systems
  - b. Planning, design, permitting and construction phase services for water storage/pump facilities and storage/repump, including mechanical, electrical, instrumentation and control, piping and process systems.
  - c. Water quality investigations and studies
  - d. Modeling
  - e. Facility Assessments
  - f. Field Investigations
  - g. Permitting Support
  - h. Master Planning
  - i. Planning Updates
  - j. Condition Assessments
  - k. Process, Operational and Energy Efficiency Studies and Investigations
  - l. Cost Estimation and Budget Support
  - m. Various Technical Support as Required

n. Architectural Services

3. Wastewater Treatment:

- a. Planning, design, permitting and construction phase services for new and rehabilitation of existing wastewater/reuse treatment facilities, including electrical, mechanical, I&C, piping and all associated process systems process systems. Water quality investigations and studies
- b. Modeling
- c. Facility Assessment
- d. Field Investigations
- e. Permitting Support
- f. Master Planning
- g. Process, Operational and Energy Efficiency Studies and Investigations
- h. Cost Estimation and Budget Support
- i. Various Technical Support as Required
- j. Architectural Services

**3.3 Utility General Civil, Water Distribution and Storage, and Wastewater Collection Engineering**

The Village of Wellington is requesting proposals to assist the Village with projects to be completed by Professional Civil Engineer registered in the State of Florida. The tasks that may be requested by the Village of Wellington include, but are not limited to:

1. Utility General Civil Engineering

- a. Paving, grading and drainage engineering
- b. Site Civil Improvements
- c. Condition Assessments
- d. Hydraulic Modeling
- e. Water Distribution System design, permitting and construction phase services.
- f. Gravity Wastewater system design, permitting and construction phase services
- g. Forcemain system design, permitting and construction phase services
- h. Hydraulic modeling
- i. GIS System Mapping
- j. Survey services including underground Subsurface Engineering
- k. Field Observation Services
- l. Architectural Services

2. Water Distribution and Storage:

- a. Planning, design, permitting and construction phase services of new and rehabilitation of existing water distribution and storage/repump facilities, including electrical, mechanical, I&C, piping and process systems
- b. Water Quality Investigations and Studies
- c. Infrastructure/Facility Assessments & Surveys
- d. Unaccounted for Water Analyses
- e. Hydraulic Modeling
- f. Field Investigations
- g. Permitting Support
- h. Master Planning
- i. Condition Assessments
- j. Operational and Energy Efficiency Studies and Investigations
- k. Cost Estimation and Budget Support
- l. Various Technical Support as Required
- m. Survey Services including underground Subsurface Engineering

n. Architectural Services

3. Wastewater Collection:

- a. 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
- b. Inflow/Infiltration Investigations and Studies
- c. Infrastructure/Facility Assessments and Surveys
- d. Hydraulic Modeling
- e. Condition Assessments
- f. Field Investigations
- g. Permitting Support
- h. Planning Updates
- i. Operational and Energy Efficiency Studies and Investigations
- j. Cost Estimation and Budget Support
- k. Various Technical Support as Required
- l. Survey services including Underground Subsurface Engineering
- m. Cost Estimation and Budget Support
- n. Various Technical Support as Required

### 3.4 Civil Engineering

The Village of Wellington is requesting proposals to assist the Village with projects to be completed by Professional Civil Engineer registered in the State of Florida. The tasks that may be requested by the Village of Wellington include, but are not limited to:

1. Engineering/Land Development Design Services:

- a. Paving, grading and drainage planning, design, permitting and construction/rehabilitation of new and existing public facilities including, but not limited to:
  - i. created wetlands, lakes, Impoundments, canals, swales and culverts
  - ii. tertiary stormwater design
  - iii. secondary stormwater design
  - iv. stormwater pipe sizing for municipal systems
  - v. stormwater pump stations
  - vi. stormwater control structures
  - vii. site roadways
  - viii. parking lots
  - ix. equestrian trails
  - x. multiuse pathways
  - xi. streetscape
  - xii. grading and drainage systems
- b. General Water main and Wastewater collection system design.
- c. Stormwater pollution Prevention Plans and Specifications
- d. Performance turf playing fields layout/design
- e. Synthetic turf playing fields layout/design
- f. Misc. public facility improvements design as needed.
- g. Survey Services including underground Subsurface Engineering
- h. Cost Estimation and Budget Support
- i. Landscape Architect as required for landscape/irrigation plans/projects

- j. Stormwater management studies and calculations.
  - k. Water Quality Studies and Investigations
  - l. General Civil Engineering Services as needed and not specifically outlined in this solicitation
  - m. General Structural Engineering as needed and not specifically outlined in this solicitation
2. Stormwater Management Design Services:
- a. Overall ACME Improvement District System Analysis and Assessment
    - i. ICPR Model updates as needed.
    - ii. Basin/Topographic updating as needed using latest county LIDAR data.
  - b. Financial/Feasibility Studies
  - c. Surface Water Conveyance Systems
  - d. SFWMD Permitting (Water use and ERP)
  - e. Stormwater Pump Stations Analysis and Design
  - f. Water Control Structures
  - g. Drainage Studies
  - h. Regulatory Compliance
  - i. Roadway, Street and Neighborhood Drainage Improvements
  - j. Lake Bank Erosion and Restoration
  - k. NPDES Studies / Investigations
3. Roadway Improvement/Expansion Design Services:
- a. New roadway
  - b. Existing roadway expansion
  - c. Intersection analysis
  - d. Traffic Signalization
  - e. Pedestrian crossings
  - f. Equestrian Crossings
  - g. Mid-block crossings
  - h. Traffic control plans
  - i. Driveway connections
  - j. Paving, Grading and drainage
  - k. Pavement Markings, Signage and Striping.
  - l. Landscape/irrigation improvements
  - m. Roadway lighting
  - n. Bridge design
  - o. Existing bridge inspections and rehabilitation recommendations
  - p. General roadway design services as needed and not specifically outlined in this solicitation

Note: All roadway plans and specifications to meet latest FDOT standards and PBC Typical for Geometrics, Pavement Markings, Signage, and Striping.

### **3.5 Traffic Engineering Consulting Services**

The Village of Wellington is requesting proposals to assist the Village with projects to be completed by Professional Civil/Traffic Engineer Continuing Consultant registered in the State of Florida. The tasks that may be requested by the Village of Wellington include, but are not limited to:

- 1. Site plan review
- 2. Traffic study/Access review

3. Comprehensive plan review and analysis
4. Intersection capacity analysis
5. Code compliance review
6. Traffic counts
7. Bridle path counts
8. Traffic calming studies
9. “U” turn analysis
10. General Traffic Engineering and Planning

## SECTION 4 FORMS

### RFQ # 202121 ACKNOWLEDGEMENT (TAB# 1)

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

---

(Proposer)

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.



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. 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.

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

☐ Western Communities Local Business

☐ Palm Beach County Local Business

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.**

### **NO CONFLICT:**

[ ] 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.

---

### **POTENTIAL 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)

---

**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 submittal, that the submittal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Proposer from the vendor lists.

\_\_\_\_\_  
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 \_\_\_\_\_



**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 (TAB# 6)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certifies  
Print Name Company Name

that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DISCIPLINES CHECKLIST (TAB# 9)

**Please check on Disciplines your firm will be proposing:**

1. Water and Wastewater Treatment Engineering \_\_\_\_\_
2. Utility General Civil, Water Distribution and Storage, and Wastewater Collection Engineering \_\_\_\_\_
3. Civil Engineering \_\_\_\_\_
4. Traffic Engineering \_\_\_\_\_

**REFERENCES (TAB# 12, 13, 14 and/or 15)**

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

**SECTION 5**  
**SAMPLE AGREEMENT**



***SAMPLE***

***AGREEMENT FOR***

***PROFESSIONAL CONSULTING SERVICES***

***Between***

***WELLINGTON***

***And***

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

**THIS AGREEMENT** FOR PROFESSIONAL CONSULTING SERVICES ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and \_\_\_\_\_ (hereinafter referred to as CONSULTANT), located in Wellington, Florida.

**WHEREAS**, it is necessary for WELLINGTON to obtain the services from CONSULTANT to provide \_\_\_\_\_.

**WHEREAS**, CONSULTANT represents it is capable and prepared to provide such services.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereto agree as follows:

### ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be \_\_\_\_\_.

The term of this Agreement shall be for a period of three (3) years beginning on the effective date of the Agreement, subject to appropriation of funding, except that it may be terminated as provided herein. The Agreement shall remain effective through \_\_\_\_\_. Upon mutual agreement of the parties, the initial term may be extended for up to two (2) additional one (1) year terms. In no event shall the term of this Agreement exceed the duration of five (5) years from the effective date.

### ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

#### 2.1 GENERAL

CONSULTANT shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the proposal attached hereto as **EXHIBIT "A"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the "Services"). The Services herein shall include for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000 or designs of projects where the estimated construction cost does not exceed Four Million Dollars (\$4,000,000) for each assignment. In the event of a conflict between the terms of **EXHIBIT "A"** and this Agreement, the terms of this Agreement shall control.

#### 2.2 ASSIGNMENTS

Such assignments will be in the form of a Work Authorization, Task Order, or Purchase Order. Each assignment will set forth a specific Scope of Services, amount of compensation, a completion date and shall be approved by WELLINGTON's Designee.

### ARTICLE 3 COMPENSATION

#### 3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay CONSULTANT's fees based on the amount (hourly rates) stipulated in **EXHIBIT "B."** CONSULTANT represents and warrants

that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein.

### **3.2 DELAY**

The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from WELLINGTON for any direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay from any circumstances.

## **ARTICLE 4 INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

**4.1 General Liability** Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000), personal injury and advertising injury liability of not less than Five Hundred Thousand Dollars (\$500,000), and general aggregate of not less than Five Hundred Thousand Dollars (\$500,000).

**4.2 Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

**4.3 Professional Liability** Insurance with limits of not less than (\$1,000,000) annual aggregate.

**4.4 Hired & Non Hired Vehicles** Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

## **ARTICLE 5 STANDARD OF CARE**

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 6        INDEMNIFICATION**

### **6.1        GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

### **6.2        INDEMNIFICATION**

In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions losses, and expenses including, without limitation, claims by or on behalf of CONSULTANT, its employees, officers, agents, and representatives, for personal injury, illness, death, medical bills or any other type of injury or damage, together with attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to the Services or this Agreement, or CONSULTANT's violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guidelines with respect to the Services or this Agreement, whether caused by the negligence of the Indemnified Parties or otherwise. CONSULTANT acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors, assigns, and legal representatives. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes. The provisions of this paragraph are in addition to, and supplemented by, the Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19 attached as **Exhibit "C"** and incorporated herein by this reference.

### **6.3        SURVIVAL**

Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

## **ARTICLE 7        INDEPENDENT CONTRACTOR**

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

## **ARTICLE 8        COMPLIANCE WITH LAWS**

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

## **ARTICLE 9        SUBCONSULTING**

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this

Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

#### **ARTICLE 10      FEDERAL AND STATE TAXES**

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

#### **ARTICLE 11      AVAILABILITY OF FUNDS**

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

#### **ARTICLE 12      WELLINGTON'S RESPONSIBILITIES**

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

#### **ARTICLE 13      TERMINATION OF AGREEMENT**

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON's satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

CONSULTANT shall be paid for Services actually rendered to the date of termination.

#### **ARTICLE 14      UNCONTROLLABLE FORCES**

Neither WELLINGTON nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the



nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 15 GOVERNING LAW AND VENUE**

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

#### **ARTICLE 16 NON-DISCRIMINATION**

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

#### **ARTICLE 17 WAIVER**

A waiver by either WELLINGTON or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **ARTICLE 18 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

#### **ARTICLE 19 ENTIRETY OF AGREEMENT**

WELLINGTON and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 20      MODIFICATION**

This Agreement may be modified only by a written amendment executed by both parties.

## **ARTICLE 21      SUCCESSORS AND ASSIGNS**

WELLINGTON and CONSULTANT each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

## **ARTICLE 22      OWNERSHIP OF DOCUMENTS**

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

## **ARTICLE 23      ACCESS AND AUDITS**

CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONSULTANT'S place of business.

## **ARTICLE 24      NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

### **As To WELLINGTON**

Village of Wellington  
12300 Forest Hill Blvd  
Wellington, Florida 33414

### **As To CONSULTANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays, weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

## **ARTICLE 25      CONTRACT ADMINISTRATION**

Services of CONSULTANT shall be under the general direction of \_\_\_\_\_ who shall act as WELLINGTON's representatives during the term of the Agreement.

## **ARTICLE 26      KEY PERSONNEL**

CONSULTANT shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

## **ARTICLE 27      CONFIDENTIALITY**

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

## **ARTICLE 28      CONFLICT OF INTEREST**

This Agreement 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. The CONSULTANT's completed Conflict of Interest Statement shall be attached hereto as **EXHIBIT "D"** and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the CONSULTANT shall continue to disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

## **ARTICLE 29    PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:**

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

## **ARTICLE 30      PUBLIC ENTITY CRIMES**

No consultant may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CONSULTANT shall comply with section 287.133, Florida Statutes, as is amended from time to time.

## **ARTICLE 31      TIME**

Time is of the essence in all respects under this Agreement.

## **ARTICLE 32      PREPARATION OF AGREEMENT**

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **ARTICLE 33      PUBLIC RECORDS**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONSULTANT'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE ADDIE AT 561-791-4000, [CADDIE@WELLINGTONFL.GOV](mailto:CADDIE@WELLINGTONFL.GOV), 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

#### **ARTICLE 34 SCRUTINIZED COMPANIES**

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONSULTANT certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, CONSULTANT further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONSULTANT has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

#### **ARTICLE 35 COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **ARTICLE 36 E-VERIFY**

Compliance with FS 448.095 - Wellington requires all consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

#### **ARTICLE 37 NON-DISCRIMINATION**

CONSULTANT shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or

mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

### **ARTICLE 38                      INCORPORATION OF RFQ**

The terms and conditions and specifications of this Agreement shall include and incorporate the terms, conditions and specifications set forth in Wellington Request for Qualifications #202121 and the Consultants response to the RFQ including all documentation required hereunder.

**APPROVED AS TO FORM AND IN WITNESS WHEREOF**, WELLINGTON and CONSULTANT have executed this Agreement as of the day and year first above written.

#### **ATTEST**

#### **VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Chevelle Addie, Wellington Clerk

By: \_\_\_\_\_  
Anne Gerwig, Mayor

#### **APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

#### **CONSULTANT**

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

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

Title: \_\_\_\_\_

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

(Corporate Seal)

**EXHIBIT A**  
[Attach Proposal]

SAMPLE

**EXHIBIT B**  
**[Attach Rates]**

SAMPLE

## EXHIBIT C

### Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and the State of Florida remains under a Public Health Emergency declared by the Governor. COVID-19 is a new virus, highly contagious, and despite reasonable precautions, may be transmitted. COVID-19 is believed to spread mainly from person-to-person through respiratory droplets produced when an infected person coughs or sneezes. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

CONSULTANT is aware of the contagious nature of COVID-19 and has voluntarily chosen to provide the Services contemplated by the Agreement for Consulting Services. CONSULTANT knowingly acknowledges that by providing the Services, it is exposing itself, its officers, agents, employees, representatives and those with whom they come into contact, to the risk of becoming infected with COVID-19, or Multisystem Inflammatory Syndrome (MIS-C), which may result in serious personal injury, illness, permanent disability and death. CONSULTANT understands that the risk of becoming infected with COVID-19 or MIS-C may result from the actions, negligence, and failures to act of CONSULTANT and others, including but not limited to the Village of Wellington and others with whom CONSULTANT comes into contact in providing the Services.

In consideration for being permitted to provide the Services during the current state of emergency relating to COVID-19 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions, losses, and expenses including, without limitation, claims for personal injury, death, medical bills or any other type of injury or damage, and attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to itself, its officers, agents, employees, or representatives contracting, spreading, or becoming ill from COVID-19 or MIS-C as a result of providing the Services, or its violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guideline with respect to providing the Services whether caused in whole or in part by the negligence of the Indemnified Parties or otherwise.

CONSULTANT acknowledges, understands, and agrees that all provisions of this Release shall be binding upon it, as well as its successors, assigns, and legal representatives. CONSULTANT's agreement to indemnify and hold harmless the Indemnified Parties includes attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken therefrom. CONSULTANT acknowledges and agrees that neither Wellington nor any of the other parties indemnified or held harmless herein shall ever be deemed an insurer against any loss, damage, injury or death occurring in or with respect to providing the Services under the Consulting Services Agreement. CONSULTANT expressly agrees that the foregoing Release is intended to be as broad and inclusive as permitted by law.

#### CONSULTANT:

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (if CONSULTANT is a corporate entity)

\_\_\_\_\_  
Date



## EXHIBIT D

### CONFLICT OF INTEREST STATEMENT

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 CONSULTANT shall disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT'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.

##### NO CONFLICT:

☐ 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.

##### POTENTIAL 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