

# TOWN OF PALM BEACH



**RFQ No. 2018-48**

## **REQUEST FOR QUALIFICATIONS**

### **Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**

<b>Event</b>	<b>Date</b>
<b>Date RFQ Issued</b>	<b>June 10, 2018</b>
<b>Non Mandatory Pre-Proposal Meeting</b>	<b>June 21, 2018 @ 11:00 a.m.</b>
<b>Due date for proposer questions</b>	<b>Until ten (10) days prior to the submittal date</b>
<b>Due date for proposer responses</b>	<b>Until seven (7) days prior to the submittal date</b>
<b>RFQ Due Date</b>	<b>July 10, 2018</b>
<b>Start Date</b>	<b>September 2018</b>

**BID CONTACT:**

**Dean Mealy, II**

**No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to [solicitations@TownofPalmBeach.com](mailto:solicitations@TownofPalmBeach.com) or Fax (561) 835-4688.**

**Purchasing Division**

\* \* \* \* \*

**Finance Department**

\*TOWN OF PALM BEACH \* 951 OKEECHOBEE ROAD \* WEST PALM BEACH \*  
\*FLORIDA \* 33401\*



**TOWN OF PALM BEACH**  
**RFQ NO 2018-48**  
**Request for Qualifications**

**Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**

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## TOWN OF PALM BEACH

### Advertisement

### **RFQ NO 2018-48** **Request for Qualifications**

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### **Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**

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Proposals for **Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System** will be received by the Town of Palm Beach's Purchasing Division at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, **until 2:00 P.M. on July 10, 2018.**

The Town of Palm Beach is seeking to retain the professional civil engineering consultants on a continuing basis to perform design engineering, construction observation, studies, and other professional civil engineering services.

The contract resulting from this RFQ will be for a three (3) year period with options to renew for up to two (2) additional annual periods.

Any proposal received after **2:00 p.m. on July 10, 2018** whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is received in the Purchasing Office by the deadline indicated.

A **Non-Mandatory Pre-Proposal Conference**, will be held at **11:00 a.m., June 21, 2018**, at the Public Works Complex – Meeting Room, 951 Okeechobee Road, West Palm Beach, Florida 33401.

An **original and six (6) paper copies** of the proposal shall be submitted in sealed envelopes/packages addressed to **the Purchasing Division** Town of Palm Beach, Florida, and marked "**RFQ NO. 2018-XX-Request for Qualifications for Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**". Proposers desiring a copy of the Request for Qualifications (RFQ) may obtain such documents from the Town's website at [www.townofpalmbeach.com](http://www.townofpalmbeach.com), (*click "Doing Business," click "Bids & Request for Proposals" and follow the instructions*). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

**Dean Mealy, II**  
**Purchasing Manager**

**Dated: June 10, 2018**  
**June 17, 2018**

**Published: Palm Beach Post,**  
**DemandStar**  
**Public Purchase**



**RFQ No. 2018-48**  
**Request for Qualifications**

**Infiltration and Inflow Study of Town of Palm Beach**  
**Sanitary Sewer System**

**PART I**

**PROPOSAL TERMS AND CONDITIONS**

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**1-1. INTRODUCTION:** The Town of Palm Beach ("TOWN") is seeking qualifications from professional firms to evaluate the Town of Palm Beach wastewater flow of the entire sewer network to determine the extent of rainfall-derived infiltration and inflow (I&I) and sanitary sewer overflows (SSOs). The intent of this "Request for Qualifications" is for the Town to select one Qualified Firm capable of providing the Professional Engineering Services specified herein.

**1-2. PROPOSAL SUBMITTAL AND WITHDRAWAL:** The Town must receive all proposals by **2:00 P.M. on July 10, 2018**. The proposals shall be submitted at the following address:

TOWN OF PALM BEACH  
Purchasing Office  
951 Okeechobee Road, Suite "D"  
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFQ NO 2018-48 - Request for Qualifications – Infiltration and Inflow Study of Town of Palm Beach Sanitary Sewer System**. This package shall also include the Proposer's return address.

It will be the sole responsibility of the Applicant Firm to have its Submittal Package delivered to the Town on or before the above deadline. The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

**1-3. NUMBER OF COPIES:** Proposers shall submit an **original and six (6)** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4. DEVELOPMENT COSTS:** Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request

for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

**1-5. CLARIFICATIONS:** The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFQ, **until ten (10) days** prior to the submittal date. Inquiries must be directed to the Town's Purchasing Division, by email at [solicitations@townofpalmbeach.com](mailto:solicitations@townofpalmbeach.com) or via facsimile at (561) 835-4688. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

During the RFQ process, related contact with Town Staff by an Applicant Firm or its agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that Applicant Firm. The Applicant Firm may only contact the Purchasing Division for the clarification of the selection process and regarding any aspects of the projects to be used for the presentation as set forth above.

**1-6. ADDENDUM:** The Town may record its response to inquiries and any supplemental instructions in the form of written addendum. The Town may provide written addendum up to **seven (7) calendar days** before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFQ opening will not be binding.

**1-7. CONTRACT AWARDS:** The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within ten (10) days after the award of the proposal.

The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

The Town reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

**1-8. CONTRACTUAL AGREEMENT:** This RFQ shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

**1-9. PRESS RELEASES:** The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFQ, the service, or project to which it relates.

**1-10. FAMILIARITY WITH LAWS:** The consultant is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility.

**1-11. PERMITS, TAXES, LICENSES:** The successful consultant shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under the contract. Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

**1-12. INSURANCE:** The Consultant shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach thirty (30) business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the consultant.

If the consultant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

Professional Liability, or equivalent Errors & Omissions Liability with limits of liability not less than \$1,000,000 Per Occurrence. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting



period of not less than three (3) years. Coverage is to apply on a primary basis.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by consultant qualify its employees for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from

time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**1-13. INDEMNIFICATION:** To the fullest extent allowed by law the Proposer shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Proposer's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Proposer agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Proposer's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Proposer's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Consultant acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Consultant, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statute 768.28.

**1-14. SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded for the services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

**1-15. INDEPENDENT CONTRACTOR:** The successful consultant shall be considered an independent contractor. Professional services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the consultant.

**1-16. ADDITION OR DELETION OF SERVICES:** The Town reserves the right to add to the services specified, or to delete any portion of the scope of services at any time.

**1-17. RECORDS:** The Consultant shall maintain during the term of the contract all books



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

**1-18. INVOICES:** The Consultant may submit invoices at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. Each invoice shall designate the nature of work performed and be accompanied by records fully detailing the amounts stated on the invoice. Invoice payment shall be subject to the satisfactory completion and acceptance of the work following verification by Town personnel. Invoices shall be paid by the Town within thirty (30) days of receipt of the invoice, except for items questioned. The Town shall notify the Consultant of any items questioned. The Consultant shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

***The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.***

**1-19. TERMINATION FOR CAUSE:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner, its obligations under the contract, or if the Consultant shall violate any of the provisions of the contract, the Town may upon written notice to the Consultant terminate the right of the Consultant to proceed under the contract and may hold the Consultant liable for any damages caused to the Town by reason of such default and termination. In the event of such termination, any completed services performed by the Consultant under the contract shall, at the option of the Town, become the Town's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Consultant, however, shall not thereby be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the contract by the Consultant, and the Town may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due the Town from the Consultant is determined. The Consultant shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating the contract because of such delay.

**1-20. TERMINATION FOR CONVENIENCE:** The Town reserves the right, in the best interest as determined by the Town, to cancel any contract by giving the Consultant a fifteen (15) day written notice.

**1-21. PROPOSAL CONTENTS:** All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of the proposal does not affect this right.

**1-22. NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, age, creed, national origin, or disability by the Consultant in the operations conducted under the contract.

**1-23 E-VERIFY:** The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

**1-24. DRUG-FREE WORKPLACE:** Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the TOWN for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-25. PALM BEACH COUNTY INSPECTOR GENERAL:** The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

**1-26. PUBLIC ENTITY CRIMES:** In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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 or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing and submitting the Bid documents, the submitting firm, i.e. "person" or "affiliate", attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

**1-27 NON-COLLUSION:** Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

**1-28. CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State

Statutes, Palm Beach County and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

**1-29. CODE OF ETHICS:** If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

**1-30. LOBBYING PROHIBITED:** Proposers are not to contact or lobby any Town personnel related or involved with this Request for Qualifications.

All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

**1-31. CONE OF SILENCE:** The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, proposer, lobbyist, or any actual or potential subcontractor or proposer of the person.

The cone of silence shall be in effect as of the issuance of this request for qualification, and will remain in the effect until award is made by Town Council. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is rejected either by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations, during any public meeting, presentations made to the board or local municipal governing body as applicable, 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 at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

**1-32. SCRUTINIZED COMPANIES:** The Town, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the Town if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**1-33. PUBLIC RECORDS:** Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

**1-34. PUBLIC RECORDS LAW:** In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, or designee**

**Email: [records@townofpalmbeach.com](mailto:records@townofpalmbeach.com)**

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**RFQ No. 2018-48**  
**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF  
PALM BEACH SANITARY SEWER SYSTEM**

**PART II**

**NATURE OF SERVICES REQUIRED**

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**1. PURPOSE AND SCOPE OF WORK**

The Town of Palm Beach is soliciting proposals from responsible and experienced professional engineering firms to evaluate the Town of Palm Beach wastewater flow of the entire sewer network to determine the extent of rainfall-derived infiltration and inflow (I&I) and sanitary sewer overflows (SSOs).

**2. WORK TO BE PERFORMED**

The project components and tasks for rainfall-derived infiltration/inflow and sanitary sewer overflows study include: Project Management, Project Meetings and Site Visits, Flow Metering and Monitoring Plan, Data Collection, Analysis and Reporting, Prioritization of Problems areas, Conceptual Plan for Improvements, and a Final Report. Specific intent and scope of work for each individual tasks are as follows:

**Project Management**

CONSULTANT shall perform its services in accordance with generally accepted standards and practices in effect at the time CONSULTANT's services are performed.

**Project Meetings and Site Visit**

CONSULTANT will arrange, prepare for and conduct a Project Kickoff Meeting, progress meetings and Site Visits as required for Data Collection. The Kickoff Meeting will correspond with the draft Flow Metering and Monitoring Plan.

**Flow Metering and Monitoring Plan**

The CONSULTANT shall perform Sanitary Flow and Rainfall Monitoring Methodology practices required to evaluate the status of the I&I throughout the entire network. The entire network consists of 40 miles of gravity mains, 1,000 manholes, 56 Pump stations/Lift stations, and 27 miles of forcemains. As part of the effort, the CONSULTANT will install sewer flow monitoring devices at strategic locations in the gravity sewer system to measure sewer flows, rain gauge(s) to measure rainfall, and piezometer(s) to measure surficial groundwater levels relative to the adjacent sewers.

**Data Collection, Analysis and Reporting**

The data will be collected and recorded for a period recommended by the Consultant. The CONSULTANT shall analyze pump station SCADA data including run times and number of starts with respect to rainfall events. The Consultant shall analyze the metered data to determine average daily dry-weather flow rates, peak wet-weather flow rates, peak hourly I&I rates. The Consultant shall provide diurnal flow graphs for each wet-weather event analyzed for each meter showing wet-weather flow vs. dry-weather flow along with rain intensities. The Consultant shall use best engineering practices to rank each metered area in terms of I&I and surcharge levels. After the monitoring period is completed, the CONSULTANT will analyze the data to determine the overall efficiency of the system and determine if there are opportunities to reduce the infiltration/inflow.



### Prioritization of Problem Areas and Conceptual Plan for Improvements

Consultant will prioritize the problem areas and develop a conceptual plan for addressing these areas to reduce or eliminate infiltration/inflow. The consultant will include a cost benefit analysis based on potential cost savings for reducing infiltration/inflow and conceptual cost of implementation.

### Final Report

The CONSULTANT shall perform a final report to include the following items:

- Executive Summary
- Table of Contents
- Sanitary Flow and Rainfall Monitoring Methodology
- Results of Monitoring and Data Analysis
- Prioritization of Problem Areas
- Cost Benefit Analysis
- Summary Report
- Consultant Recommendation's

## **3. TOWN CONTRACT COORDINATOR**

A Town Contract Coordinator will be appointed by the Town. After Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to the Contract Coordinator. with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

## **4. DESIGNATED PERSONNEL**

The Applicant Firm shall designate the personnel to be assigned specifically to the performance of this work. At the time of negotiation for entry into a formal contract, the Town shall have the right to specify those key project personnel for whom the Applicant Firm shall not be allowed to substitute other personnel without prior written permission of the Town.

## **5. SUBCONSULTANTS**

All proposed Subconsultants shall be included in the submittal and their qualifications and utilization presented in detail.

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**RFQ No. 2018-48**  
**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF  
PALM BEACH SANITARY SEWER SYSTEM**

**PART III**  
**PROPOSAL REQUIREMENTS**

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**3-1. RULES FOR PROPOSALS**

Proposer shall submit **one (1) original and six (6) copies** in a clear, concise format, on 8 ½ " x 11" paper. The proposal should contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Proposer to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

**3-2. ANTICIPATED SCHEDULE:**

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

Advertise for RFQ: June 10, 2018 and June 17, 2018

Submission Deadline: July 10, 2018 2:00 P.M.

Short List Notification for Oral Interviews (if conducted): July 2018

Agenda Council: August 10, 2018

Award of Contract: September 2018

**3-3. SUBMITTALS AND INSTRUCTIONS:**

**An original (so marked) and six (6) copies**, to include the following should be submitted for a proposing firm to be considered:

**(TAB 1)**     **Title Page:** This section should minimally show the "Request for Qualifications" project title, project number, the name of the Applicant Firm, address, telephone number, name of contact person and date. The Title Page should also include a complete listing of all companies, if any, that form the

Applicant Firm team and their principals.

(TAB 2) **Table of Contents:** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

(TAB 3) **Transmittal Letter:** A Transmittal and introduction letter should be included introducing the Company with the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable.

This letter will summarize in a brief and concise manner that the Proposer understands the scope of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for one-hundred and eighty (180) days and a statement acknowledging receipt of each addendum issued by the Town, if any. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

(TAB 4) **Firm Composition, Qualifications and Background:** This section should include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. Include a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department and the location of the office from which this work will be performed.

The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

The Applicant Firm should provide examples of projects similar to those stated in the scope of work. The firm should include the number of projects completed over the last seven (7) years.

List all completed and active projects that Vendor has managed within the past seven years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

Provide a list of at least five (5) client references for which the Applicant firm provides similar services to those outlined in this request for qualifications.

- a. Name and address of client.
- b. The nature of the firm's contract.
- c. The owner's representative's name, addresses, and phone number.
- d. Date contract started and ended.
- e. Scope or nature of contract
- f. Present status of the contract.

**(TAB 5)**     **Staff Qualifications:** This section should present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. The staff qualifications of management, technical, and support staff, should highlight their experience in professional engineering and Infiltration and Inflow Studies or similar work, both in the public and private sectors. It is the intent of the Town to insist that those indicated as the Project Team in this RFQ response actually execute the project. Applicant Firm hereby acknowledges that its key assigned employees, along with subcontractors and their key employees included in the RFQ, will be used as part of the basis for selecting Applicant Firm teams. Therefore, changes to Applicant Firms, including any sub-consultants and key employees, will not be allowed except as approved by the Town.

Include a brief resume of key persons to be assigned to the project including, but not limited to:

- a. Name and title
- b. Percentage of time to be assigned full time to this project.
- c. Number of years with this firm
- d. Number of years with other firms.
- e. Experience detailing types of projects and what was the specific project involvement.
- f. Education
- g. Active registration
- h. Other experience and qualifications that is relevant to this project.

**(TAB 6)**     **Project Organization Chart:** A Project organization chart with the sub-consultants and individuals assigned to key project positions identified by name. Show the organization chart as it relates to this project indicating key personnel and their relationship. Attach evidence of licenses and certifications to perform the required services.

**(TAB 7)**     **Sub-Consultants:** Provide names and experience of all sub-consultants to be used by the firm in relation to this project.

**(TAB 8)**     **Insurance Capability:** Provide a statement from the firm's insurance agency confirming total insurance capability of the firm.

**(TAB 9)**     **Approach to scope of services:** The firm should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of service for the project. Also include the company's overall work load and show the ability to accommodate this project and be able

to complete project on a timely basis. Your proposal should also address the topics indicated in paragraph 2-3 from the scope of services.

- (TAB 10) **Variations/Exceptions:** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal and explanation.
- (TAB 11) **Litigation Statement:** A statement that no litigation or regulatory action has been filed against your firm in the last three (3) years shall be included in the proposal. If an action has been filed against your firm within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last three years.
- (TAB 12) **Financial Information:** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the RFP response. If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and will request reimbursement from all short listed finalists for the cost of the report.
- (TAB 13) **RFQ Forms:** This section should include completed and executed copies of the following forms: B-1 – Proposal Page, B-2 Proposers Qualifications, B-3 References, B-4 Drug Free Workplace Certification, B-5 Sub-consultants.

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**RFQ No. 2018-48**  
**Request for Qualifications**

**CIVIL ENGINEERING CONSULTANTS**  
**PART IV**  
**EVALUATION OF PROPOSALS**

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**4-1. EVALUATION AND AWARD** - The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

**4-2. SELECTION COMMITTEE** - A Selection Committee, consisting of Town personnel and subject matter experts, will convene, review and discuss all proposals submitted. The Purchasing Representative, as non-voting member, will chair the committee.

**4-3. REVIEW OF PROPOSALS** - The Selection Committee will use a point/percentage formula during the review process to score proposals.

**4-4. EVALUATION CRITERIA** - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria as specified, herein.

**4-5. VOLUME OF PREVIOUS WORK** - Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution.

The point distribution will be as follows:

Proposers whose past awards have totaled less than 5% of the basis will receive 5 points.  
Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points.  
Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points.  
Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points.  
Proposers whose past awards have totaled over 85% will receive 1 point.

**4-6. INNOVATIVE CONCEPTS AND RECOMMENDATIONS** - Any innovative concepts and recommendations for services or any enhancements relating to the quality of services to the Town that the Proposer considers pertinent for consideration should be included in the proposal.



**4-7. SELECTION** - Consultant selection and award of contract shall be done in accordance with the State of Florida CCNA and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. The Town will negotiate a contract with the top ranked firm, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the consultant, a thorough review of all references provided and criteria set forth herein.

**4-8. ORAL PRESENTATIONS** - Upon completion of the evaluation of all written proposals, the Selection Committee may recommend award to the Proposer with the highest score, or to invite those firms in the “Competitive Range” to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. During the oral presentations, the Proposers should relate their discussion to the revised evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager shall be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

**4-9. FINAL SELECTION** - The Selection Committee will submit the recommended award to the highest ranked Proposer (with all Proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town’s decisions will be final. Upon Council authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

**4-10. CONTRACT** – The selected Proposer, will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

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(B-1)

**TOWN OF PALM BEACH**  
**RFQ No. 2018-48**  
**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER  
SYSTEM**

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**PROPOSAL SUBMISSION FORM**

The undersigned Proposer hereby declares that:

1. This Proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Proposer has carefully and to his full satisfaction understands the Scope of Work, Special Terms, General Conditions, technical specifications, certificate of insurance, and form of bonds, if applicable, and Proposer has read all issued addenda issued.
3. Proposer furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, unless otherwise extended by the Town, the Town may withdraw the offer and contract with another Proposer.

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Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____	Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____	Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____	Addendum No. _____ Dated: _____

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The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

**\*SIGNATURE:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*Printed*

**Company:** \_\_\_\_\_ **Address:** \_\_\_\_\_

*Legally registered name*

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Federal ID #:** \_\_\_\_\_ **Dun Bradstreet #:** \_\_\_\_\_

***\*Failure to affix signature may result in disqualification of proposal.***



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**TOWN OF PALM BEACH**

**RFQ No. 2018-48**

**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER  
SYSTEM**

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**PROPOSERS QUALIFICATIONS**

The Proposer, as a result of this proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers

Date Elected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The Vendor's length of time in business: \_\_\_\_\_ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: \_\_\_\_\_ years

8. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name \_\_\_\_\_ Percentage of Interest: \_\_\_\_\_

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

**Note:** Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

**TOWN OF PALM BEACH****(B-3)****RFQ No. 2018-48****Request for Qualifications****INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER SYSTEM****REFERENCES**

Provide a list of at least five (5) client references for which the Applicant firm provides similar services to those outlined in this request for qualifications. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

2. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

3. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

4. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

5. Name and Address of Firm, City, County, or Agency	<b>Scope of Work:</b>	
	<b>Date(s):</b>	
	<b>Amount:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
For Town Use Only: Reference Verified: Yes ___ No ___		Comments:

Company Name: \_\_\_\_\_



**TOWN OF PALM BEACH**  
**RFQ No. 2018-48**  
**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER  
SYSTEM**

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**DRUG-FREE WORK PLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by \_\_\_\_\_ the***  
***(Individual's Name)***

\_\_\_\_\_ of \_\_\_\_\_  
**(Title/Position with Company/Vendor)** **(Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



(B-5)

**TOWN OF PALM BEACH**  
**RFQ No. 2018-48**  
**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER  
SYSTEM**

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**LIST OF PROPOSED SUBCONSULTANTS**

The undersigned Proposer hereby designates, as follows, all major sub consultants whom they propose to utilize for the major areas of work for the services. Failure to furnish this information may be grounds for rejection of the proposal. (If no sub consultants are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_





**TOWN OF PALM BEACH**  
**RFQ No. 2018-48**  
**Request for Qualifications**

**INFILTRATION AND INFLOW STUDY OF TOWN OF PALM BEACH SANITARY SEWER  
SYSTEM**

**EVALUATION CRITERIA**

<i>Criteria</i>	<i>Weight</i>
<b>Experience of Firm / Past Performance</b> <ul style="list-style-type: none"> <li>• Company Credentials</li> <li>• Relevant Project Experience</li> <li>• Completed Municipal Projects over \$100,000</li> <li>• Schedule/Budget Compliance</li> <li>• Understanding of the Town's needs</li> <li>• References</li> </ul>	30%
<b>Experience / Ability of Personnel</b> <ul style="list-style-type: none"> <li>• Organizational chart / Resources</li> <li>• Management's Credentials</li> <li>• Project Personnel Credentials</li> <li>• Sub-consultant Credentials</li> <li>• Demonstrated Experience of completing infiltration and inflow studies</li> </ul>	35%
<b>Workload and Scheduling</b> <ul style="list-style-type: none"> <li>• Over-all workload of the company</li> <li>• Project scheduling ability/timely completion of work</li> <li>• Technical Approach for Municipal Multiple Services Engineering Contract</li> </ul>	20%
<b>Financial Information</b> <ul style="list-style-type: none"> <li>• Annual Report submitted and determined adequate by Town</li> <li>• Financial resources and capabilities</li> </ul>	5%
<b>Volume of Work</b> <ul style="list-style-type: none"> <li>• Points awarded based upon past awards made by the Town</li> </ul>	5%
<b>Other</b> <ul style="list-style-type: none"> <li>• Overall completeness, clarity and quality of proposal</li> <li>• Location of firm; ability to attend meetings at Public Works or Town Council as required</li> <li>• Bonding and Insurance</li> <li>• Disputes, Litigation and Resolution</li> </ul>	5%