



REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING SERVICES FOR THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT

RFQ # 017 -14/ED

12300 Forest Hill Boulevard
Wellington, FL 33414

PURCHASING DIVISION
561-791-4055
FAX 561-791-4045

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS (RFQ#017- 14/ED)

The Village of Wellington is accepting sealed proposals from qualified consulting engineering firms interested in providing engineering services for the Saddle Trail Park (South) Neighborhood Improvement Project.

PROPOSAL SUBMISSION

Proposals, one original and one copy and one PDF copy (CD) will be received by sealed envelope in the Wellington Village Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **2:00 PM on May 28, 2014 at 10:00 AM local Time** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Wellington office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

"RFQ#017-14/ED– ENGINEERING SERVICES SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT"

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, <http://wellingtonfl.gov> or by contacting Ed De La Vega in the Purchasing Department at (561) 791-4055, edelavega@wellingtonfl.gov beginning on **April 28, 2014**.

OPTIONAL PRE-SUBMITTAL MEETING:

An optional pre-bid meeting will be NOT be conducted.

EVALUATION COMMITTEE:

An Evaluation Committee meeting will take place on **June 11, 2014 at 10:00 AM Local Time** at the Wellington City Hall Conference Room 1E/1F, located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

ORAL INTERVIEWS:

Oral interviews will take place on **June 25, 2014 at 10:00 AM local time** at the Wellington City Hall Conference Room 1E/1F, located at 12300 Forest Hill Boulevard, Wellington, Florida 33414

FOR INFORMATION

For information on this Request for Proposal, contact Ed De La Vega in the Purchasing Division, (561) 791-4055.

ACCEPTANCE AND REJECTIONS

Wellington reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the Wellington.

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IMPORTANT DATES

1. Broadcast / Publication Release of RFQ: **April 28, 2014**
2. Deadline to submit Request for Information (RFI's): **May 15, 2014 at 6:00 PM Local time**
3. RFQ Submittals Due/Opening: **May 28, 2014 at 10:00 AM Local Time**
3. Evaluation/Short-list Committee Review: **June 11, 2014 at 10:00 AM local Time**
4. Oral Interviews for Firms Short Listed: **June 25, 2014 10:00 AM local time**
5. Council Recommendations for Contract Negotiation: **July 8, 2014 - Tentative**
6. Contract Negotiation: **Week of July 8, 2014 - Tentative**
7. Award Recommendations to Wellington Council: **July 22, 2014 - Tentative**

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

GENERAL REQUIREMENTS

The objective of this solicitation is to obtain the services of an engineering consulting firm to provide surveying, engineering design, permitting and construction engineering services for the Saddle Trail Park (South) Neighborhood Improvement Project. Key components of the project include paving of existing shellrock roads, construction of new equestrian bridle trails, construction of new public water mains and drainage system reconstruction. The project area is located in Wellington's Equestrian Preserve Area. Funding for the project will be provided by the proceeds of Improvement Bonds issued for the project. Repayment of the Bonds will be accomplished by levying an annual assessment to the effected property owners pursuant to Chapter 170 of the Florida Statutes.

The selected firm shall be responsible for providing all expertise, labor, facilities, tools, materials and equipment to perform the work.

Minimum Qualifications

- The selected firms 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. Registered Architect, Engineer, Surveyor, etc.);
- The selected firms shall have been in business and have a minimum of five (5) years' experience in providing the required services.
- Team Project Manager must be licensed in the State of Florida and have a minimum of ten (10) years' experience in providing the required professional services.
- Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of five (5) years of experience in providing professional services for similar projects.
- The selected firm must have knowledge of current rules, permitting processes and regulations of local, state, and federal agencies regulating the project work.
- The selected firm shall have demonstrated knowledge and experience with Special Assessment projects and shall be knowledgeable about Chapter 170 of the Florida Statutes.
- The selected firm shall have demonstrated knowledge and experience with projects financed through Improvement Bonds and shall be knowledgeable about the process to issue Improvement Bonds.

All work to be performed by the Consultant at an off-site location (not in Wellington offices). The Consultant will be required to provide its own equipment.

Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, presentation of a response or filed protest as a result of this RFP.

Wellington and firm will negotiate project terms per Statute 287.055. A work order or similar document along with a purchase order will be issued for this project.

**PROFESSIONAL ENGINEERING CONSULTING SERVICES
SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT**

A. PURPOSE / INTENT

Wellington, pursuant to the "Consultants' Competitive Negotiation Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of professional architectural, engineering, landscape architectural, and surveying and mapping services, and as may be amended, hereby requests Qualification and Performance Data from professionals as it relates to the provision of consulting engineering services for the Saddle Trail Park (South) Neighborhood Improvement Project.

1. INSTRUCTIONS

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 architecture, professional engineering, landscape architecture, or registered surveying and mapping consultant work prior to its engagement. The information in the RFQ (qualification package) will be used by Wellington to make this determination. Evaluation points will be assigned to information contained in the package and will be used to rank and ultimately select a firm for contract negotiation. In the event contract negotiation are unsuccessful with the top ranked firm, Wellington will negotiate with the next highest ranking firm until a contract is successfully negotiated.

2. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer 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 successful proposer responsible for same.

3. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer 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 proposer 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 successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFQ.

4. CERTIFICATES OF INSURANCE:

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Special Conditions.

5. DEFAULT/FAILURE TO PERFORM:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer 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 Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer'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 successful proposer 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 proposer 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 proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer 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 successful proposer enters into the terms and conditions of the contract shall control.

6. CANCELLATION:

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

- The successful proposer 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 successful proposer is found to be in default, the successful proposer 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 successful proposer 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.

7. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to 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.

8. APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, 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 attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

9. 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 successful proposer will in no way be a cause for relief from responsibility.

10. INSURANCE:

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage and provide a copy of the declarations page from current policies for each of the following types and amounts of insurance:

- a) 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.
- b) General Liability Insurance with each occurrence limits of not less than Three Hundred Thousand Dollars (\$300,000), personal injury and advertising injury liability of not less than three hundred thousand Dollars (\$300,000), and general aggregate of not less than Three Hundred Thousand Dollars (\$300,000).

- c) Professional Liability/Malpractice/Errors or Omissions Insurance, as appropriate for the type of business engaged in by the Vendor, shall be purchased and maintained by the Vendor with minimum limits of \$1,000,000 per occurrence.
- d) Hired and Non-Hired Vehicles with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

All proposing insurers must be currently authorized to transact business in Florida in accordance with the Florida Department of Insurance rules and regulations and be acceptable to Wellington. Wellington prefers to have all of its insurers maintain an A.M. Best rating of A- or better. Proposals from insurers that do not currently have an AM Best rating, or have a rating less than A- shall include the insurers most recent audited financial statements.

11. RECORDS AND AUDITS:

Successful proposer 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 successful proposer 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.

12. 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 Proposal package submittal, as well as to update that information on an annual basis.

13. DISPUTES:

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

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

14. LEGAL REQUIREMENTS:

Federal, State, County and Wellington laws, ordinances, rules and regulations 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.

15. 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. 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.

17. 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.

18. TIED PROPOSALS:

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

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

19. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

19. LOBBYING/CONE OF SILENCE:

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

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

20. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to Ed DeLaVega, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after May 15, 2014 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on www.demandstar.com. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

21. 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.

22. 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.

23. EVALUATION OF WRITTEN PROPOSALS:

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee consisting of five members. Three members are pre-determined from multiple departments with experience and general knowledge. The fourth and fifth members will be selected by the Village Manager or designee.

and will possess technical expertise on the subject matter. Scoring for the proposals are based on a point total and not a percentage.

Award shall be made to the firm that, in Wellington’s judgment, best meets the specified criteria and which, in Wellington’s opinion, best accommodates the Wellington’s needs and interests. The decision shall rest SOLELY with Wellington and Wellington reserves the right to modify or reject any proposal submitted to it for consideration.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

Written Proposal Criteria	Points
1. Qualifications of the Firm	50
2. Approach and Methodology	40
3. Responsiveness to the RFQ	10

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

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

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

Upon completion of the technical criteria evaluation, rating and ranking, Wellington shall conduct oral interviews with a minimum of three short listed firms. The scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/rankings shall be used, utilizing the scoring criteria as described on page 14 of the RFQ. Final award shall be made by Wellington Council.

24. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated independently and options provided will be ranked separately by the selection committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

Wellington’s evaluation criterion may include, but shall not be limited to consideration of the following:

A. **Qualification of the Personnel Performing the Services (50 Points Max):**

1. Proximity of Company to Wellington
2. Number of years in business in South Florida

3. Size and structure of company
4. Technology and tools
5. Company licenses and certificates
6. Quality of references and similar project experience
7. Public Sector experience
8. Quality of Team Organization & Members
9. Experience and expertise of individual team members
10. Experience of team members working together on similar projects
11. Experience with local conditions, permitting and regulatory framework
12. Experience with Chapter 170 Florida Statute Process and Improvement Bond Issuance
13. Quality of Approach and Methodology discussion demonstrating the understanding of the project
14. Quality control processes
15. Cost control processes

B. Approach and Methodology (40 Points Max): Include how the Proposer will address all items as specified in the scope of services (Sec. 27 of the RFQ)

C. Responsiveness to the RFQ (10 Points Max): The proposer shall provide all documentation required as part of the RFQ submittal and as described on page 16 (Instructions for Submitting) of the RFQ.

25. ORAL INTERVIEW SCORING

The Selection Committee will conduct oral interviews with each of the short listed firms. Selection committee members will ask a variety of questions pertaining to the work and the information contained in each firm's RFQ submittal. Questions will not be provided in advance. Presentations are not required, requested or desired. It is highly encouraged that team members assigned to perform Wellington's work attend the interview (Project Manager, Project Engineer/Architect/Surveyor, etc.). We are interested in understanding the technical abilities of team members actually assigned to perform Wellington's work. Following the interview, the Selection Committee will score each firm based on the criteria listed in the table below.

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

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

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

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

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

Wellington will request approval from Wellington Council to negotiate with the highest ranked firm. In the case where negotiations with the highest ranked firm are unsuccessful, negotiations with the next highest ranked firm will be made and so forth until an agreement can be reached.

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.

26. INSTRUCTIONS FOR SUBMITTING:

Firms shall submit one (1) original and one copy and (1) PDF electronic copy of the RFQ submittal in a sealed envelope plainly marked: **“Attention: Clerk’s Office, RFQ#017-14/ED – ENGINEERING SERVICES FOR THE SADDLE TRAIL PARK (SOUTH) NEIGHBORHOOD IMPROVEMENT PROJECT”**. The original submittal and copy shall be organized into tabs listed herein and shall be provided in three ring binders. Electronic copy (CD) of the original shall be provided along with the binders. The original submittal, copy and each CD shall have the firm’s name, RFQ number and title and date clearly displayed on the cover/label.

Each firm shall provide a cover letter at the front of the submittal followed by a Table of Contents. Tab#1 through Tab #5 shall contain the forms and information indicated. Tab #6 shall contain the required insurance certificates. Tab #7 shall contain copies of all applicable licenses, registrations and Certificates of Authorization. Tab #8 shall contain information about your Qualifications **(max 6 – 8.5” x 11” sheets front & back)** and information about claims. Please do not submit resumes. Please provide a table listing personnel along with pertinent data (college/university; degree; special training; licenses & certifications; years of experience; areas of expertise; relevant project experience, etc.) Tab #9 shall provide a information about your firms approach and methodology to deliver a successful project **(max. 4 - 8.5” x 11” sheets front and back.**

RFQ SUBMITTAL ORGANIZATION

Cover Letter

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Proposal Checklist

Tab # 1: Proposal Submittal Form/Signed by Authorized Representative

Tab # 2: Acknowledgement of Addendums Form

Tab # 3: Conflict of Interest Form

Tab # 4: Drug-Free Workplace Form

Tab # 5: Wellington Local Preference Application & Policy Form

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

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

Tab # 8: Qualifications (6 pages front and back)

- Overview of Firm
- Location of Corporate Headquarters & Applicable Branch Offices
- Overview of Capabilities
- Proof of Firm being in Business and Having a Minimum of Five Years Experience Providing the required Services.
- Project Team Organization/Members
 - Project Manager
 - Name, Office Location, Contact Information
 - Relevant Experience, Education, Licenses/Registrations
 - 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
- Five (5) Client References including names, titles, addresses, telephone number and e-mail address (Form Attached)
- Demonstration/Summary of Experience with Regulatory and Permitting Agencies in South Florida
- Demonstration of Cost & Quality Control Performance for Similar Work
- 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.

Tab # 9: Approach & Methodology (4 pages front & back)

- Project Approach and Methodology
 - Project Understanding
 - Approach and Methodology – Design, Permitting, Construction
 - Quality Control
 - Cost Control

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

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

All RFQ submittals must be delivered as specified.

QUALIFIERS MUST SUBMIT ONE (1) IDENTIFIED ORIGINAL RFQ SUBMITTAL, PLUS ONE (1) PDF ELECTRONIC COPY.

(Remainder of page left intentionally blank)

27. BACKGROUND / SCOPE OF SERVICES

The objective of this solicitation is to obtain the services of an engineering consulting firm to provide surveying, engineering design, permitting and construction engineering services for the Saddle Trail Park (South) Neighborhood Improvement Project. Key components of the project include paving of existing shellrock roads, construction of new equestrian bridle trails, construction of new public water mains and drainage system reconstruction. The project area is located in Wellington's Equestrian Preserve Area. Funding for the project will be provided by the proceeds of Improvement Bonds issued for the project. Repayment of the Bonds will be accomplished by levying an annual assessment to the effected property owners pursuant to Chapter 170 of the Florida Statutes.

The selected firm shall be responsible for providing all expertise, labor, facilities, tools, materials and equipment to perform the work.

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES___ NO___ 1. Proposal Submittal Form

YES___ NO___ 2. Acknowledgment of Addendums

YES___ NO___ 3. Conflict of Interest Form

YES___ NO___ 4. Drug Free Workplace

YES___ NO___ 5. Local Preference Application

YES___ NO___ 6. Insurance Certifications

YES___ NO___ 7. Licenses

YES___ NO___ 8. Qualifications (Including Reference Form)

YES___ NO___ 9. Approach and Methodology

YES___ NO___ 10. Original and one copy and (1) PDF Electronic copy (CD)

PROPOSAL SUBMITTAL FORM (TAB #1)

To:
Wellington
12300 W. Forest Hill Boulevard
Wellington, Florida 33414

_____ agrees to provide
(Vendor) _____ to Wellington as defined in this RFQ in accordance with the requirements of
the Specifications and RFQ # 017-14/ED Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal/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 service called for by the Specifications and RFQ Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFQ.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed 180 days after the date of Proposal opening stated in the RFQ.

The undersigned accepts the payment policies specified in the RFQ documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

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

Address: _____

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

Social Security Number or Taxpayer Identification Number: _____

CORPORATION

By: _____ / _____
20

(Signature)

(Print name)

Address: _____

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

Taxpayer (EIN) Identification Number: _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

ADDENDA RECEIPT VERIFICATION

Proposer acknowledges the receipt of Addenda Nos. _____

CONFLICT OF INTEREST STATEMENT (TAB #3)

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

CHECK ALL THAT APPLY.

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

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

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

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

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

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DRUG FREE WORKPLACE (TAB #4)

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the 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 subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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. 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 this section.

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

Vendor's Signature

LOCAL PREFERENCE APPLICATION (TAB #5)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (CHAPTER 9 OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

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:

Definition of Local Businesses

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

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

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

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

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is:

2. The address of the business is:

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

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

5. The previous name of the business is:

6. The previous address of the business is:

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

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

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

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

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

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

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

Applicants Federal Tax ID Number - _____

Applicants Business Address _____

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

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2014, by _____ as identification. He/She is personally known to me or has presented _____ (Type of 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 _____, 2014, by
_____. He/She is personally known to me or has presented _____
as identification. (Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

REFERENCE FORM (To be included in Tab# 8)

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