



**REQUEST FOR QUALIFICATIONS**  
**PARKS AND RECREATION MASTER PLAN**  
**RFQ #025-18/ED**

12300 Forest Hill Boulevard  
Wellington, FL 33414

PURCHASING DIVISION  
561-791-4055  
FAX 561-904-5817



## **LEGAL NOTICE**

### **REQUEST FOR PROPOSALS (RFQ# 025-18/ED)**

The Village of Wellington is accepting sealed proposals from qualified firms or individuals to provide a comprehensive Parks and Recreation Master Plan.

### **PROPOSAL SUBMISSION**

Proposals, one original and one electronic copy (CD) will be received by sealed envelope in the Wellington City Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **October 10, 2018 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:

### **PARKS AND RECREATION MASTER PLAN– RFQ# 025-18/ED**

Copies of this solicitation may be obtained via Onvia at [www.demandstar.com](http://www.demandstar.com) or by visiting our website, <http://wellingtonfl.gov> or by contacting Emma Ramirez in the Purchasing Department at (561) 791-4021, [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov) beginning on **September 11, 2018**.

### **EVALUATION COMMITTEE:**

An Evaluation Committee meeting will be held on **October 24, 2018 beginning at 10:00 AM** Local Time at the Wellington City Hall building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

### **FOR INFORMATION**

For information on this Request for Qualifications, contact Emma Ramirez in the Purchasing Division, (561) 791-4021.

### **ACCEPTANCE AND REJECTIONS**

When it is in its best interest, Wellington reserves the right to reject any or all proposals with or without cause; to cancel the RFQ and re-solicit the services; 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.

## **PARKS AND RECREATION MASTER PLAN**

### **TABLE OF CONTENTS**

TIMELINE.....	Page 4
GENERAL TERMS AND CONDITIONS .....	Pages 5-11
SELECTION CRITERIA .....	Pages 11
QUALIFICATIONS AND EXPERIENCE .....	Page 12
TECHNICAL APPROACH AND METHODOLOGY .....	Page 13
FEES TO PERFORM SERVICES .....	Page 13
INSTRUCTIONS FOR SUBMITTING.....	Page 13
SUBMITTAL ORGANIZATION.....	Page 14
SCOPE OF SERVICES .....	Pages 15
CHECKLIST .....	Page 25
SUBMITTAL FORM.....	Pages 26
LOCAL PREFERENCE.....	Page 28
REFERENCE FORM.....	Page 31
CERTIFICATION.....	Page 32
CONFLICT OF INTEREST.....	Page 33
QUESTIONNAIRE.....	Page 34
DRUG FREE WORKPLACE.....	Page 38
NON-COLLUSION AFFIDAVIT.....	Page 39

## **PARKS AND RECREATION MASTER PLAN**

### **TIMELINE**

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

<b>EVENT</b>	<b>TIME</b>	<b>DUE DATE</b>	<b>LOCATION</b>
Request for qualifications (RFQ) Advertised	N/A	September 11, 2018	Palm Beach Post; Demandstar.com Website
Number of Proposal Copies Including Original	1 original & 5 Copies and 1 electronic (pdf) copy (CD)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	05:00 p.m. local time	September 27, 2018	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 AM. Local Time	October 10, 2018	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	10:00 AM Local Time	October 24, 2018	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com & Wellington Website
Contract Award by Village Council	Tentative	TBD	N/A

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

## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL INFORMATION**

Notice is hereby given that Request for Qualifications submittal packages will be received until **October 10, 2018 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **RFQ #025-18/ED**. Any proposer desiring to provide the required services should submit one (1) original signed in ink, five (5) copies, and ONE (1) ELECTRONIC PDF COPY (CD) of the RFQ Submittal Package including all Requests for Qualifications documents as required by **RFQ #025-18/ED**. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

**Emma Ramirez– Purchasing Department**  
**Phone: 561-791-4021**  
**Fax: 561-904-5806**  
**eramirez@wellingtonfl.gov**

### **2. TERM OF CONTRACT**

The term of the awarded contract (completion time) shall be negotiated with the awarded firm prior to contract execution.

Wellington shall not be responsible for any costs incurred by the proposer in preparation of a proposal and/or the pursuit of an award or the costs incurred by a proposer in protest of a Notice of Intent to Award a contract or Award of Contract made by Wellington.

### **3. 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.

### **4. 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.

## **5. CERTIFICATE OF INSURANCE:**

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Section 11 of the RFQ.

## **6. 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 the 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 providing three(3) days (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.

## **7. CANCELLATION:**

Wellington reserves the right to cancel the 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.

#### **8. 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. All invoices for fees or other compensation shall be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

#### **9. 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.

#### **10. 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.

#### **11. INSURANCE:**

The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

Village of Wellington  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Email: [VOW@instracking.com](mailto:VOW@instracking.com) or

Facsimile: +1 (562) 435-2999

#### **Cancellation and/or Modification of Insurance Coverage**

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment

of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

#### Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

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.

The firm must agree to the terms and conditions in the standard Consultant Agreement and if awarded the contract will agree to provide evidence of required limits on a Certificate of Insurance.

#### **12. 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.

#### **13. 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.

#### **14. DISPUTES:**

A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at



Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

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

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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 Notice of Intent to Award has been issued whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

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

## **19. CONTRACTOR RESPONSIBILITY:**

Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Village shall provide notice, in writing, to the Contractor of the Village's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Village's determination of false certification was made in error then the Village shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725.

## **20. 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.S., Section 287.087.

If application of the above criteria does not resolve the tie, 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.

## **21. 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.

## **22. 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, 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.

### **23. INQUIRIES/REQUEST FOR CLARIFICATION:**

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to **Emma Ramirez**, Wellington Purchasing Department, as provided in the advertisement/Request for Qualifications. Questions received after September 27, 2018 at 5:00 PM Local Time 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](http://www.demandstar.com). Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

### **24. 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 Wellington's Purchasing and Procurement Manual, as amended from time to time. 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.

### **25. 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.

### **26. EVALUATION OF WRITTEN PROPOSALS:**

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. Scoring proposals are based on a point total and not a percentage.

Awards shall be made to firms who are the most responsive and responsible and whose proposals are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

<b>Criteria</b>	<b>Points</b>
1. Qualifications and Experience of the Firm	50
2. Technical Approach and Methodology	50
<b>Total</b>	<b>100</b>

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

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

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.

The Selection Committee shall rank and recommend in order of preference firms deemed to be the most responsible and responsive and whose proposals are the most advantageous to Wellington after consideration of the written proposal criteria described above.

## **27. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible, responsive and qualified proposals. Prospective firms shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified firm whose proposal has been determined to be the most advantageous to Wellington per the evaluation criteria listed below.

### **A) Qualifications and Experience (Max 50 Points) (Maximum 10 Pages (8 1/2" x 11") Front and Back**

At a minimum, the Proposer shall document or provide the following:

- Overview of firm, including location of corporate headquarters, and applicable branch offices, and number of years in business
- List of government contracts awarded for similar work
- Public sector experience
- Name of contract manager including relevant experience, education, licenses/registrations or certifications
- A high level of professional competence and a proven record in community engagement and the preparation of Parks and Recreation Master Plans;
- Expertise and experience of the project team assigned to the project. Adequacy, availability of staffing and in-house resources. It should be noted that the personnel assigned to the project should not be changed without prior written approval from the Village;
- Demonstrated experience with the ability to work with cooperatively and be responsive to public agencies, Commissioners, Council members, consultants and staff;
- Demonstrated ability to stay on schedule and within an approved budget;
- A maximum of four references for similar work. Include name, address, phone number, fax number and e-mail addresses for all references (utilize form attached)

**B) Technical Approach and Methodology (Max 50 Points) Maximum 10 Pages (8 1/2" x 11") Front and Back**

- The proposer shall clearly provide the detailed approach that will be used in providing the services described in Section 29 "Scope of Services" of the RFQ.
- The proposer shall provide a list of task descriptions that is to be performed in carrying out the services included within the Scope of Services. Proposer shall provide a clear understanding of the work and the proposed approach.
- The proposer shall identify all subcontractors, if any, the proposer plans to utilize in the provision of all services under this RFQ.

Upon completion of the technical criteria evaluation, the selection committee shall rank and recommend in order of preference firms deemed to be the most responsible and responsive and whose proposals are determined to be the most advantageous to Wellington based upon the criteria set forth above. If Wellington is unable to negotiate a contract with the highest ranked firm, negotiations will begin with the next highest ranked firm and so on until a contract is successfully negotiated.

The selection committee may choose to conduct interview/presentation sessions with short listed firms. In the event that interviews /presentations are required 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/presentation rankings shall be used. Upon completion of the oral interviews, the selection committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the same criteria used to short list such firms.

Rather than short listing firms, the selection committee reserves the right to by-pass the technical criteria evaluation portion of the RFQ and conduct interviews/presentations with all responsive, responsible proposers. Upon completion of the interviews/presentations the selection committee shall score and rank all responsive, responsible proposers to determine which proposal is the most advantageous to Wellington.

**28. INSTRUCTIONS FOR SUBMITTING:**

Firms shall submit one (1) original and five (5) copies and one (1) PDF electronic copies of the RFQ submittal in a sealed envelope plainly marked: "**Attention: Purchasing Office, RFQ# 025-18/ED**". The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder as described in the submittal organization on page 14 of the RFQ. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm's name, RFQ number and title and date clearly displayed on the cover/label.

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this RFQ.

## **Submittal Organization**

Firm(s) shall prepare their proposals using the following format:

One (1) original and five copies and (1) PDF Electronic Copy (CD)

### **Cover Letter**

### **Table of Contents**

**Tab #1** – Proposal Checklist and Submittal Form

**Tab #2** – Wellington Local Preference Application

**Tab #3** – Evidence of Insurance Certification

**Tab #4** – Current License(s)

**Tab #5** – Qualifications and Experience including references as described in Section 27 (a) of this RFQ

**Tab #6** – Technical Approach and Methodology as described in Section 27 (b) of this RFQ

**Tab #7** – Proposer’s Certification Form

**Tab #8** – Conflict of Interest Statement

**Tab #9** – Questionnaire

**Tab# 10** – Drug Free Workplace form

**Tab# 11** – Non-Collusion Affidavit

**Tab #12** – Acknowledgement of Addendums

## **29. SCOPE OF SERVICES:**

The Village of Wellington is seeking proposals from individuals or firms to provide a comprehensive Parks and Recreation Master Plan.

### **PARKS & RECREATION NEEDS ASSESSMENT**

The Village of Wellington Parks and Recreation Department continues to be recognized as one of the elite park and recreation agencies and departments across the country by earning re-accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) and the National Recreation and Park Association (NRPA). This distinguished accomplishment was awarded during the 2014 NRPA Congress and Exposition. Wellington Parks and Recreation first achieved accreditation in 2009 and is one of only 24 accredited agencies in Florida and 138 in the country. As of 2017, Wellington's population is 61,775 and is expected to increase to approximately 62,393 in 2018. Our latest Levels of Service Report, compiled in 2015, exhibits a current inventory of facilities at 1,117 acres. This greatly exceeds the recommended Parks and Recreation land area according to our Adopted LOS of 10 acres for every 1,000 residents.

Wellington is in need of a consultant team to complete a comprehensive Parks and Recreation Master Plan. The main purpose and goal of the Parks and Recreation Master Plan is to gain both statistically valid (quantitative data) and less formal qualitative information (from impromptu surveys, focus groups and interviews) to determine current satisfaction levels, unmet needs, and anticipate future needs, ultimately summing it all up with a framework for the design and management of the Village of Wellington's parks and recreation system. The focus is multifaceted and should encompass recreation programs, events, facilities, and resources. With this said the consultant team must be multi-disciplined with experience/expertise in both recreation management and parks/facility management and planning.

Specifically, the Master Plan should achieve the following objectives:

1. Create a proactive framework for the design and management of the Village of Wellington's parks and recreation system within the context of the overall public realm, including streets, trails, and storm water facilities
2. Based on community feedback and direction, identify vision and overarching direction for the Parks and Recreation Department
3. Make recommendations to protect and enhance the Village's urban tree canopy
4. Make recommendations for the Parks and Recreation Department organizational structure
5. Make recommendations to upgrade existing parks, including estimated costs of deferred maintenance, repair and replacement of facilities
6. Identify recreation trends, residents' needs and priorities for additional improvements to existing parks.
7. Recommend locations for new pocket parks and neighborhood parks, including the potential use of Village-owned properties

8. Recommend safe routes to parks and schools to create a connected bicycle/pedestrian system, including the identification of missing segments and alternatives
9. Develop conceptual site design plans for top priority park improvements
10. Estimate increased capital, O & M costs for proposed improvements (“increased LOS”)
11. Develop prioritization criteria for capital improvements
12. Determine the impact that the surrounding new development will have on our parks, facilities, and programs
13. Provide analysis of sports tourism and the tournaments that take place in Wellington. Determine the economic impact this has on Wellington, the amount of residents who are involved, and the community desire for an increase or decrease in these activities
14. Identify benchmarks of similar parks systems
15. Develop an implementation strategy for top priority improvements, including a phasing plan based on anticipated revenues
16. Utilizing feedback from the community, determine the best uses for a potential Cultural Arts Center, K-Park, Lake Wellington waterfront, and a new Aquatics Complex
17. Establish an implementation framework for proposed improvements, including construction delivery methods and required staffing

## **Phase 1 – Preliminary Implementation Framework**

**1.1 Project Management Support + Coordination:** Proposer will coordinate their work with the Village of Wellington’s Project Manager. Proposer will also monitor the project schedule as it relates to the scope contained herein and provide timely invoicing and reporting of project progress. Proposer will hold regular bi-weekly conference calls with Village staff to review progress, present information, receive direction, and recommend direction for the remaining portions of the project.

**1.2 Staff Kick-Off Workshop:** Proposer will facilitate a ½ day kick-off-meeting with Wellington staff at the Village’s offices to review the work plan, timelines, and details for the master plan process. Representatives from the Village’s planning, parks, public works, and engineering departments shall make presentations to the group, outlining current and proposed public realm projects and initiatives. The Village of Wellington shall coordinate all meeting logistics, including invitations, AV equipment, meeting room, and catering. Proposer will develop a meeting summary of the meeting and submit it to the Village of Wellington for review. A preliminary agenda for the workshop includes:

- Introductions, purpose of the plan
- Review project scope, schedule
- Review and discuss the scope of the parks and recreation system within the Village of Wellington’s public realm
- Parks and Recreation Department mission/vision
- Village of Wellington Department presentations, exchange of data
- Current levels-of-service (LOS)



- Implications of tourists and non-resident workers on LOS

**1.3 Project Steering Committee Kick-off Meeting:** On the same day as the Staff Kick-off Meeting (Task 1.2), Proposer will facilitate a kick-off meeting with the project Steering Committee. The Village of Wellington will form the Steering Committee for the project to provide input and feedback throughout the planning process. The Committee will meet 3 times during the process, including a kick-off meeting; review of needs assessment; and review of vision and implementation strategy.

**1.4 Review of Planning Documents:** Proposer will review relevant planning documents, studies, and surveys provided by the Village of Wellington that may influence the development of the parks master plan. The documents provided will include, but are not limited to: 2015 Wellington Facilities Level of Service Report, 2012 Comprehensive Plan Recreation and Open Space Element, 2012 Comprehensive Plan Recreation Element Map, 2017 Cultural Arts Feasibility Study, 2018 Parks and Preserves, 2018 Parks Inventory List with inventory condition report, 2018 Greenbriar Park Site Plan, and anything else that may assist the Proposer. The proposer will also review site plans and receive an overview on the Greenbriar Park and South Shore Park which will be under construction. The Proposer will write a brief summary of each document and discuss their relevance to the parks master plan.

**1.5 Draft Implementation Framework (White Paper):** Proposer will prepare and submit a draft *preliminary* Implementation Framework for the Master Plan, based on information provided by the Village of Wellington and additional research. The purpose of the draft framework is to determine gaps in the Village’s “readiness” to implement the Master Plan. Village of Wellington staff may be asked to provide information regarding their role, projected costs and revenues, taxing district legislation, and/or information for the white paper. Elements of the preliminary Framework may include, but not be limited to:

- The Village of Wellington’s mission and vision for parks and recreation
- The role(s) of the Village, County, and other recreation providers
- Interlocal agreements, reflecting above
- Service delivery model(s)
- Deferred maintenance and capital improvements costs
- Operations and maintenance estimates for increased LOS
- Cost recovery goals, other performance metrics
- Marketing and promotion

**1.6 Review Meeting:** Proposer will review and discuss the preliminary Implementation Framework during one of the biweekly conference calls. Proposer will revise the framework as directed by the Village of Wellington.

It is assumed that the Village of Wellington will begin implementing certain elements of the Framework. The Proposer will provide additional assistance, if requested by the Village, as an additional service to this

agreement.

***Deliverables:***

- *Preliminary Implementation Framework*
- *Revised Implementation Framework*
- *Meeting Agendas + Meeting Minutes*

**Phase 2 - Existing Conditions Analysis**

**2.1 Demographics Analysis and Trends:** The Village of Wellington will provide the latest demographic projections to Proposer for review. The Proposer will refine the demographics and trends analysis prepared for the Village of Wellington Parks and Recreation Master Plan, based on data provided by the Village.

**2.2 Inventory + Proposed Parks and Recreation System Improvements Base Map:** The Village of Wellington will provide the Proposer with an inventory of public parks and recreation facilities in Wellington as stated in 1.4, as well as trails, natural areas, and other open spaces. The inventory will include the number of park and recreation facilities, park acreage, and public recreation center square footage in the Village of Wellington. Using the Village of Wellington's provided GIS data; Proposer will develop a GIS base map specifying areas of need.

**2.3 Existing Level of Service (LOS) Analysis:** Using the inventory provided by the Village of Wellington, Proposer will analyze existing LOS for the following elements:

- Acreage – Measures acreage in a ratio to the community's population (acres per 1,000).
- Facilities – Measures facility capacity in a ratio to the community's population, and comparing against a standard or guideline.
- Access – Measures travel distances to parks and individual facilities such as playgrounds, athletic fields, recreation centers, etc.
- Quality – Measures the quality of facilities across the community.

LOS analysis may include variations due to tourism, seasonal population, workday population, and/or other variables as discussed at the kick-off meeting. Proposer will produce a series of GIS maps and tables that illustrate this data and analysis.

**2.4 Operations + Maintenance Practices Assessment:** Based on information and data provided by the Village of Wellington, Proposer will complete an inventory and assessment of the Village's recreation programs, operations, and maintenance practices including:

***Recreation Programs***

- Inventory and assessment of recreation programs and services
- Identify strengths and weaknesses

- Determine gaps in programming
- Identify other providers

#### *Organization and Staffing*

- Assess the current organizational structure of the Village's Parks and Recreation Department

#### *Operations*

- Review current operations budgets and note any concerns or issues.
- Evaluate the Village's current recreation fee philosophy and policy and determine where changes may be needed
- Review of current operational policies and procedures of the Department. Determine any issues or shortcomings
- Review maintenance plans and procedures. Determine the Department's ability to adequately maintain parks and recreation facilities.

#### ***Deliverables:***

- *Meeting Agendas + Meeting Minutes*

### **Phase 3 – Needs + Priorities Assessment**

**3.1 Public Workshops:** During the week that the Proposer will be conducting site visits (Task 2.3), Proposer will also conduct two (2) Public Workshops held in different locations in the Village of Wellington. The Proposer will work with the Village's Project Manager to determine the appropriate exercises to conduct during the neighborhood workshops. The Village of Wellington will be responsible for coordinating all workshop logistics, including workshop location, advertisement, reservations, participant invitations, and food and beverages. Proposer will develop a meeting summary and submit to the Village for review.

**3.2 Interviews:** During the same week that the Proposer will be conducting site visits and public workshops (Tasks 2.3, 3.1), Proposer will spend two (2) consecutive days conducting one-on-one interviews with key stakeholders and focus groups in the community including the Mayor, individual Councilmembers, the Village Manager, the Directors of key Village Departments, the School District, and the Village of Wellington Parks and Recreation Department. These meetings will be scheduled as one-on-one interviews.

During those two days, the Proposer will also meet with Focus Groups to address special interest group needs including but not limited to athletic leagues, advisory boards, youth groups, senior groups, etc. Interviews should be scheduled in one location in one-hour increments; 45 minutes per interview with 15 minutes between interviews.

The Village of Wellington will be responsible for coordinating all interview logistics, including interview

locations, advertisement, reservations, participant invitations, and food and beverages. The Proposer will develop a meeting summary and submit to the Village of Wellington for review.

**3.3 Statistically Valid Mail-In/Telephone/Online Survey:** The Proposer will work with Village of Wellington staff to develop a survey questionnaire that will be used to complete a statistically valid survey. A survey will be conducted including randomly selected households by mail/online/phone for the Village of Wellington. The survey will only be administered to households within the Village of Wellington. The Proposer will complete and tabulate a survey with a number of responses which they deem statistically relevant, with confirmed Wellington IP addresses. The Proposer will provide a survey finding report that will include an executive summary, charts and graphs, benchmarking comparisons, priority investment rating analysis, cross-tabular data for geographic areas and key demographic variables, and tabular data.

**3.4 Online Survey -** Based on the Statistically-Valid Survey, Proposer will develop and administer the survey using SurveyMonkey. The Proposer will compile the findings into a summary report and include the raw survey results.

**3.5 Needs + Priorities Assessment Summary Document:** Proposer will compile all the information and data completed for Phases 2 and 3 and develop a needs and priorities assessment summary document. Examples of items that must be addressed and included in this document, but are not limited to, will be:

- Identify unmet needs, and level of desire for new programs, events, green space, and parks/facilities
- Using results from Phases 2 and 3, identify possible parks/facility components for new/future facilities, including Greenbriar Park, and the Wellington Environmental Preserve viewing area and trails.
- Using results from Phases 2 and 3, identify the best uses for a potential Cultural Arts Center, K-Park, and a new Aquatics Complex.
- Determine level of community support for developing parks/amenities that may serve as a “green” tourism draw to the Village of Wellington (i.e. organized run at Wellington Environmental Preserve, or developing a regional nature center).
- Identify the cost, benefits, and whether or not a need exists for security cameras at some, or all of Wellington’s parks.
- Determine if a need exists in Wellington for utilizing the Village of Wellington lakefront property at Town Center, as well as the connecting waterways in surrounding communities. This will include and analysis of reclassifying the storm water retention and canal system if needed.
- Proposer shall look at the key trends and impacts of demographics on recreation activity in general. In addition, Proposer shall analyze demographic trends specific to Wellington that may impact or affect recreation and park needs for the next ten (10) years. Use the most recent census data to project population and demographic distribution. Factor in new development occurring to our North and West. This will also include an analysis of how demographic changes will affect youth sports within Wellington. The proposer should identify unmet needs, level of desire for new programs,

events, and parks/facilities. The Proposer should also project youth sports participation rates for the next ten (10) years.

- Proposer shall analyze the events and activities held at the Wellington Town Center. Facilities located within the Town Center include: Municipal Complex, Scott's Place, Community Center, Aquatics Complex, and our Amphitheatre. Analysis should include participation rates, parking sufficiency, adequate area capacity, etc.
- The Consulting Team shall synthesize the findings into a quantified priority facility and program needs analysis. This should be compared against any deficiency or surplus in recreation services, parks, facilities and amenities to demonstrate the true unmet needs and gaps in the community. Proposer shall identify under served and over served neighborhoods and the corresponding demographics. Proposer shall make recommendations to address any current and future gaps in recreation facility offerings. The GAP Analysis shall identify/propose other parks system changes that may result in better/enhanced services to Wellington residents.
- Identify which facilities are being used and how frequently. Information in this analysis should include the facility activity, duration, age, transportation method, and any other information Proposer deems necessary.

The Proposer will submit the summary document to the Village of Wellington for review and will make revisions per the Village's written comments.

**3.6 Needs Assessment Presentations:** The Proposer will present the needs assessment findings to the following individuals and groups over a period of two consecutive days:

- Project Steering committee
- Village Managers
- Councilmembers

Following the presentations, Proposer will revise the needs assessment summary as directed by Village of Wellington staff.

**3.7 Council Presentation:** The Proposer will present the findings from the existing conditions analysis and needs and priorities assessment to the Mayor and Councilmembers for review and approval prior to proceeding with the next phase of work.

***Deliverables:***

- *Needs + Priorities Assessment Summary Document*
- *Council Existing Conditions Analysis and Needs + Priorities Assessment Summary Presentation*
- *All digital files used to complete the summary document and PowerPoint Presentations.*
- *Meeting Agendas + Meeting Minutes*

## Phase 4 – Visioning

**4.1 Benchmarking:** The Proposer will begin the visioning phase by conducting a comparative analysis of levels of service and accepted facility standards to recognized national/state benchmark data. The Proposer will work with the Village of Wellington early in the project to identify up to 5 comparable cities to benchmark against. Using NRPA’s Park Metrics as well as supplemental research, Proposer will identify LOS metrics from the selected cities to benchmark against the Village of Wellington’s LOS metrics. Findings from this benchmarking will serve as one source of data to recommend LOS standards for the Village of Wellington’s Parks and Recreation Department.

**4.2 Visioning Workshop:** The Proposer will conduct a one-day Visioning Workshop with staff and invited participants to develop a long-range vision for the parks and recreation system. A tentative agenda for the Workshop may include:

- Review of top priority parks and recreation facility and program needs;
- Review of LOS benchmarking data;
- Discussion of LOS standards for the Village of Wellington;
- Review Village of Wellington’s existing parks system vision;
- Development of subsystem visions for various components of the parks and recreation system
- Other discussions related to the Village of Wellington’s objectives for the project

The Village of Wellington will be responsible for coordinating all interview logistics, including interview locations, advertisement, reservations, participant invitations, and food and beverages. The Proposer will develop a meeting summary of the meeting and submit it to the Village of Wellington for review.

**4.3 Operations + Maintenance Practices Future Direction and Priorities:** The Proposer will provide future direction and priorities for operations and maintenance practices, including:

### *Recreation Programs*

- Develop recommendations on future focus of recreation programs and services, including review public input findings; role of other providers; and required facility enhancements or additions

### *Organization and Staffing*

- Recommend changes to the possible organizational structure based on future priorities of the Department, including enterprise funds

### *Operations*

- Make recommendations for any budget changes or enhancements, including enterprise funds

- Recommend changes to the Village of Wellington’s recreation fee philosophy and policy
- Note where changes or updates are needed to current operational policies and procedures of the Department
- Make recommendations for any needed changes to the Department’s maintenance plans and procedures

**4.4 Parks Recommendations + Vision Map:** Based on the findings from Phase 1 Existing Conditions, Phase 2 Needs and Priorities Assessment, Task 4.1 Benchmarking, and Task 4.2 Visioning Workshop, Proposer will develop recommendations for future needs including but not limited to:

- Park improvements and implementation priorities;
- Park land acquisition, renovation, and development;
- Specific program and service needs;

It is envisioned that these recommendations may include a variety of tables, charts, graphs, maps, sketches, figures, and info graphics integrated with text to effectively convey the proposed vision.

**4.5 Conceptual Site Plans:** Proposer will prepare up to three (3) conceptual site plans to illustrate proposed improvements.

**4.6 Visioning Summary Document:** The Proposer will compile all the information and data completed for Phase 4, and develop a visioning summary document. The Proposer will submit the summary document to the Village of Wellington for review and will make revisions per the Village of Wellington’s written comments.

***Deliverables:***

- *Visioning Summary Document*
- *Council Visioning PowerPoint Presentation*
- *Meeting Agendas + Meeting Minutes*

## **Phase 5 – Implementation Strategy and Final Master Plan**

**5.1 Implementation Workshop:** The Proposer will facilitate a ½ day Implementation Workshop with Village of Wellington staff, including representatives from the Village Manager’s and Finance Administration departments. The purpose of the workshop is to develop a draft implementation strategy based on estimated costs, residents’ needs, Council priorities, and alternative funding projections (provided by the Finance Department). The Proposer will submit a funding worksheet to the Village of Wellington as a tool to estimate funding projections for 5 and 10-year planning periods.

**5.2 Refined Implementation Framework, Strategies and Recommendations:** The Proposer will refine the draft implementation strategy developed at the workshop, including a phasing/ implementation strategy and

recommendations. The strategies and recommendations shall program improvements/actions into one of the following timeframes:

- a. Items that can be accomplished within one year of the completion of the Parks Master Plan using existing Village of Wellington resources,
- b. Items that can be accomplished in the first five years after the completion of the Parks Master Plan, including the identification of capital improvements for inclusion in the Village's 5-year Capital Improvement Program.
- c. Items that may be accomplished in the long-term (6 to 10 years).

The Proposer will identify potential funding sources for each item in the parks and recreation action plan, based on input from the Village of Wellington. Potential funding sources shall include but not limited to federal, state, regional and county grants, funding from private park and recreation organizations, partnerships with local public and private entities, park impact fees, donations, etc.

**5.3 Draft Master Plan Report:** Upon completion and review of the Implementation strategy, the Proposer will compile the summary documents from Phases 1 through 5 into a draft Master Plan document for the Village of Wellington's review. The Proposer will submit the draft Master Plan to the Village of Wellington for review and will make revisions per the Village's written comments. The Proposer will also develop a separate executive summary of the Master Plan report.

**5.4 Draft Master Plan Presentations:** The Proposer will present the draft Master Plan to the following individuals and groups over a period of two consecutive days:

- Project Steering committee
- Village Managers
- Councilmembers

**5.5 Commission Presentation:** The Proposer will present the draft Master Plan to the Mayor and Councilmembers for review and approval.

**5.6 Final Master Plan:** The Proposer will revise the draft Master Plan as directed by Village of Wellington staff, and submit a final Master Plan to the Village for approval.

***Deliverables:***

- *Three (3) color copies of the Draft Master Plan*
- *Three (3) color copies of the Final Master Plan*
- *Three (3) color copies of the Master Plan Executive Summary*
- *Electronic/digital copies of above*



### **PROPOSAL CHECK LIST (TAB# 1)**

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. Original and five copies and (1) PDF Electronic copy (CD)

YES\_\_\_ NO\_\_\_ 2. Cover Letter and Table of Contents

YES\_\_\_ NO\_\_\_ 3. Proposal Checklist and Submittal Form

YES\_\_\_ NO\_\_\_ 4. Wellington Local Preference Application

YES\_\_\_ NO\_\_\_ 5. Evidence of Insurance Certification

YES\_\_\_ NO\_\_\_ 6. Current Licenses/Certificates of Authorization etc.

YES\_\_\_ NO\_\_\_ 7. Qualifications and Experience including references

YES\_\_\_ NO\_\_\_ 8. Technical Approach and Methodology

YES\_\_\_ NO\_\_\_ 9. Proposer's Certification

YES\_\_\_ NO\_\_\_ 10. Conflict of Interest Form

YES\_\_\_ NO\_\_\_ 13. Questionnaire

YES\_\_\_ NO\_\_\_ 14. Drug Free Workplace Form

YES\_\_\_ NO\_\_\_ 15. Non-Collusion Affidavit

YES\_\_\_ NO\_\_\_ 16. Acknowledgment of Addendums

**PROPOSAL SUBMITTAL FORM (TAB #1)**

To:  
Wellington  
12300 Forest Hill Boulevard  
Wellington, Florida 33414

\_\_\_\_\_ agrees to provide to  
(VENDOR)

Wellington as defined in this RFQ in accordance with the requirements of the Specifications and RFQ Documents.

**The undersigned Proposer has carefully examined the Specifications and Qualifications/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: \_\_\_\_\_ / \_\_\_\_\_  
(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.** \_\_\_\_\_

## **LOCAL PREFERENCE APPLICATION (TAB#2)**

### **APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F 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:

#### **2.12.F (2) 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 the Village 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 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.

**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 5-7 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 \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ He/She is personally known to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**Signature of Individual if Sole Proprietor:**

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

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 (Tab #5)**

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:

### PROPOSER'S CERTIFICATION (TAB #7)

I have carefully examined the Request for Proposal, General Information, Specifications and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 180 days in order to allow the Village of Wellington adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Wellington or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me  
This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_)\_\_\_\_\_  
Telephone Number Email Address

(\_\_\_\_)\_\_\_\_\_  
Facsimile Number



## **CONFLICT OF INTEREST STATEMENT (TAB #8)**

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

### **CHECK ALL THAT APPLY.**

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

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

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

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

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

---

### **CONFLICT**

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

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

---

**COMPANY NAME**

---

**AUTHORIZED SIGNATURE**

---

**NAME (PRINT OR TYPE)**

---

**TITLE**

## QUESTIONNAIRE (TAB #9)

PROJECT: Parks and Recreation Master Plan

OWNER: VILLAGE OF WELLINGTON

CONSULTANT:

---

### INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Emma Ramirez: (561) 791-4021.

## QUESTIONNAIRE

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

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

\_\_\_\_\_

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

Individual  
Partnership (Circle One)  
Corporation

If a Corporation, answer this:

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

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

If Foreign Corporation:

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

If a Partnership:

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

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

Name and Address of Each Partner:

Name

Address

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

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

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

\*Designate general partners in Limited Partnership

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

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

Yes ( )

No ( )

If yes, give details on a separate sheet.

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

If yes, please explain:

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

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

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

Explain any convictions on a separate sheet.

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

A. List all pending lawsuits

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

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

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

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

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

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

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

## **DRUG FREE WORKPLACE (TAB #10)**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

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

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

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

---

Proposer's Signature

**NON-COLLUSION AFFIDAVIT (TAB #11)**

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

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

Being duly sworn deposes and says:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Signature

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

(Affix Seal Here)

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

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

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