

REQUEST FOR PROPOSALS

**DOG TRAINING FACILITY
RFP# 027-10/ED**



14000 Greenbriar Blvd
Wellington, FL 33414

PURCHASING DEPARTMENT
561-791-4055
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REQUEST FOR PROPOSALS

Wellington is requesting sealed proposals to enter into a ten (10) year lease agreement with a firm to operate a Dog Training Facility.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Clerk's Office, 14000 Greenbriar Boulevard, Wellington, Florida 33414 until **Thursday January 6, 2011 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:

"RFP # 027-10/ED" DOG TRAINING FACILITY"

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling Purchasing Department at (561) 791-4055 beginning on **November 3, 2010**.

MANDATORY PRE-PROPOSAL MEETING: A Mandatory Pre-Proposal Meeting will be held on **Wednesday December 8, 2010 at 10:00 AM Local Time** at the Village Meeting Hall 14000 Greenbriar Boulevard, Wellington, Florida 33414.

EVALUATION COMMITTEE: An Evaluation Committee meeting will be held on **Thursday January 13, 2011 at 10:00 AM Local Time**. At that time, a recommendation for contract award will be considered. The Evaluation Committee has the option of requesting Oral Presentations/Interviews, if needed, prior to any final recommendation of award.

FOR INFORMATION

For information on this Request for Proposal, contact the Purchasing Department, (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.

Publish: Palm Beach Post –
Account #9-657448

**DOG TRAINING FACILITY
RFP #027-10/ED**

Notice is hereby given that Request for Proposal submittal packages will be received until **10:00 AM Local Time on Thursday January 6, 2011**. Mail or deliver all proposals to Clerk's Office, 14000 Greenbriar Boulevard, Wellington, Florida 33414, and phone number (561) 791-4055. All submittals must be clearly marked on the outside **RFP #027-10/ED - DOG TRAINING FACILITY**. Any qualified individuals or firms desiring to provide the required services should submit **one (1) original and four (4) copies** of an RFP Package containing a letter of introduction and qualifications as shown in the Request for Proposal documents.

SCOPE OF SERVICES: Wellington desires to enter into a ten year lease agreement with a qualified firm or individual(s) (herein referred to as "Proposer") to provide facilities and dog training services at the Greenbriar Dog Park facility located at 2975 Greenbriar Blvd. Wellington, Florida 33414. The selected firm shall provide scheduling and supervision of the facility, basic training and operation and maintenance of the facility.

Any qualified Proposer desiring to provide the above services should apply by submitting proposals and supplemental information as requested in the Detailed Request for Proposal.

EVALUATION OF PROPOSALS:

Proposals will be evaluated in accordance with the following Evaluation Criteria:

1. Experience with Similar Programs and Qualifications (25 points)
2. Program Approach and Facilities (25 points)
3. Lease Proposal (25 points)
4. Financial Capability (25 Points)

Request for Proposal packages are available from Ed DeLaVega, Wellington Purchasing Department via email request at edelavega@wellingtonfl.gov or by downloading from www.demandstar.com.

All questions related to this RFP shall be directed to Ed DeLaVega, Wellington Purchasing Department, 14000 Greenbriar Boulevard, Wellington, Florida 33414, phone (561) 791-4055 or email edelavega@wellingtonfl.gov. **Please do not contact any other Wellington employee associated with these services during the RFP process.**

Wellington reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firm whose proposal best serves the interest of Wellington.

DOG TRAINING FACILITY RFP #027-10/ED

Wellington is soliciting responses from Proposers who desire to enter into a ten year lease agreement and to provide facilities and dog training services at the Wellington Dog Park, 2975 Greenbriar Blvd Wellington, Florida 33414. See draft lease attached as “Exhibit C”..

Any Proposer desiring to provide the required services should submit **one (1) original** and **four (4) copies** of the entire proposal, along with an introduction and the requested information.

SECTION 1 - WELLINGTON DOG PARK DESCRIPTION

The Wellington Dog Park is located at 2975 Greenbriar Boulevard, Wellington, Florida 33414. The site “Exhibit A” includes enclosed separate areas for small, medium and large dogs with water stations, shade and seating in each. The Dog Park currently has 113 paved parking spaces and is open from dawn to dusk. There is approximately one acre available for the proposed Dog Training Facility.

SECTION 2 - PROJECT DESCRIPTION

Wellington desires to enter into a ten year lease agreement with a proposer to provide facilities and provision of dog training services at the current Wellington Dog Park site, located at 2975 Greenbriar Boulevard, Wellington, Florida 33414. The proposer shall direct and oversee the operations and maintenance of the dog training facility. This will include assuming primary responsibility for the operation of the training facility, to include fiscal management, and supervision of the training facilities Proposer’s staff.

The proposer will be responsible for providing a facility to provide dog training services. Proposer will be responsible for providing conceptual design, site plan and building elevations. “Exhibit B” depicts the anticipated lease area.

SECTION 3 – RESPONSIBILITIES OF THE PROPOSER – DOG TRAINING FACILITY

The Proposer agrees to provide the public with dog training services and to promote the same as follows:

1. Promote training of dogs
2. Disseminate knowledge regarding training in, tracking and agility
3. Conduct classes for the training of dogs, and their handlers
4. Encourage training of judges
5. Hold and support obedience trials, agility trials and tracking tests under the rules and guidelines of the American Kennel Club
6. Promote cooperation and good sportsmanship in the training and exhibition of dogs
7. Provide sufficient and qualified staff
8. Complete Wellington’s mandated background screening check for Proposer and all personnel, instructors, staff, or proposers associated with provision of dog training services. Proposer is to pay for all background screening costs.
9. Proposer is responsible for hiring and compensating the staff and professionals required to operate the dog training facility.
10. Direct and manage the operation of the dog training facility.
11. Fiscally manage the dog training facility. Maintain complete accounting records and implement appropriate account controls consistent with standard business practices. Accounting records shall be available for audit/inspection by Wellington during regular working hours.

12. Establish the rates for all training sessions. Rates are subject to Wellington approval and cannot be amended without prior approval by Wellington.
13. Supervise the training facility and any contractual staff.
14. Provide all duties related to center bookkeeping and federal financial reporting requirements.
15. Management activities are not to infringe upon the public's use and enjoyment of the training facility.
16. Distribute an annual customer satisfaction survey and provide annual results to Wellington.
17. Secure and maintain all licenses necessary to do business in Palm Beach County, Florida, City of Wellington, and State of Florida, and secure all necessary permits and licenses for the operation of the dog training facility. All licenses and permits are to be obtained at Proposer's expense.
18. Payment of any and all pertinent federal, state, or local self-employment, Workers Compensation or income taxes, or other assessments levied by governmental authorities on any monies earned as a result of the dog training services contractual relationship with Wellington. Wellington is to be reimbursed for any claim or assessment, including interest and penalties, by any taxing authority arising out of Proposer's failure to fulfill the foregoing responsibilities.
19. Proposer is responsible for all payroll taxes and Workman's Compensation Insurance.
20. Indemnify, defend, and hold harmless Wellington and its affiliates, and their respective officers, directors, agents and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorneys' fees and court costs at trial and all appellate levels) arising out of or in connection with the performance of, or failure to perform, Proposer's duties and responsibilities providing dog training services.
21. Shall not incur any costs or expenses on behalf of Wellington, except as specifically approved in advance and in writing by Wellington.

SECTION 4 - FINANCIAL REQUIREMENTS

The proposer shall provide 2008, 2009 and 2010 Income Statement and Balance Sheet or a third party CPA letter attesting to the financial stability of the firm including 2008, 2009, 2010 total assets, total liabilities, cash balance, gross income and net income. Proposer shall set forth a business plan demonstrating their ability to meet the lease requirements and provide for the construction of any and all contemplated improvements.

SECTION 5 - INSURANCE REQUIREMENTS

Program/Facility Operations & Maintenance

During the term of the Agreement, the Contractor shall procure, maintain, and provide, at its own expense, certificates of insurance or evidence of the insurance required under this Section. Cancellation or modification of said insurance shall not be affected without thirty (30) days' prior written notice to Wellington, a subdivision of a municipal corporation in the State of Florida, as an additional insured. All policy(ies) shall be written on "an occurrence basis" where available.

A. Workers' Compensation Insurance: Workers' Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$1,000,000.00 per each accident, \$1,000,000.00 by disease, and \$1,000,000.00 aggregate by disease.

B. Liability Insurance: The Contractor shall, during the term of this Agreement, and any extensions hereof, maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this Agreement. Such insurance shall be with a company acceptable to Wellington and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death and property damage liability, and the General Liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain a \$5,000,000.00 umbrella and/or excess liability coverage. All policy(ies) shall be written on "an occurrence basis" where available. Policy(ies) shall be endorsed to show Wellington, a subdivision of a municipal corporation in the State of Florida, as an additional named insured as its interest may appear. Current certificates of insurance evidencing required coverage must be on file with Wellington at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Wellington under the provisions of Section 26 of this Agreement.

C. Business Vehicle Insurance – coverage shall provide minimum limits of liability of one million dollars (\$1,000,000.00) per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type of policy and shall include coverage for:

1. Owned vehicles
2. Non-owned and hired vehicles

Facilities Development and Construction

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation, etc., under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.): Statutory
- (3) Employer's Liability: \$500,000

The coverage and the limits of liability for employer's liability are modified to read as follows:

- \$1,000,000 each accident
- \$1,000,000 disease policy limit
- \$1,000,000 disease each employee

Also, the following wording is added governing employer's liability for contractors that are not incorporated or lease employees: If the contractor is not an incorporated entity (i.e. sole proprietor/partnership), or Leases Employees (under the alternate employer laws of the State of Florida), the Owner shall require a minimum premium policy meeting the aforementioned requirements even though not required by the Worker's Compensation Laws of the State of Florida. unless and until Owner provides the Owner with proof of exemption and such forms and proof that the Owner deems appropriate.

Comprehensive General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions):

- (1) Including coverage for Premises/Operations Liability on an occurrence basis, Contractual Liability, Independent Contractors, Products/Completed Operations Liability on an occurrence basis, and Personal

Injury Coverage with the employee exclusion deleted. The Owner will not accept exclusion for explosion, collapse, or underground in the policy.

Acceptable minimum limits are: \$1,000,000 general aggregate
 \$1,000,000 products and completed operations aggregate
 \$1,000,000 personal injury and advertising injury
 \$1,000,000 each occurrence

The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the Owner and Engineer are named as an additional insured on such policies.

(2) Personal Injury, with employee exclusion deleted \$1,000,000 Annual Aggregate

Comprehensive Automobile Liability shall include coverage for owned vehicles, non-owned vehicles, and hired vehicles. Acceptable minimum limits are \$1,000,000 combined single limit for bodily injury and property damage.

SECTION 6 - PERMITTING REQUIREMENTS

The proposer shall be responsible for any and all required permitting including building permits, Architectural Review Board and Development Review Committee approvals.

SECTION 7 - BOND REQUIREMENTS

Construction and removal bonds will be required to guarantee the completion of all improvements and if Wellington so desires, provide for the demolition and removal of the improvements at the conclusion of the lease.

SECTION 8 - MANAGEMENT COMPENSATION

Proposer will receive all revenues from operation of the dog training facility including daily fees, lessons, tournaments, and any other activity deemed necessary by the Proposer. Proposer is responsible all related costs (including electrical, water and sewer, trash collection, telephone, internet, cable television costs). Proposer is not entitled to any benefits provided by Wellington to its employees, which include but are not limited to workers' compensation insurance, health insurance, unemployment compensation insurance, and pension plan coverage.

SECTION 9 - ADVERTISING AND PROMOTIONS

Wellington may promote the services of the Proposer using the Proposer's name in any advertising or promotion. The Wellington logo will appear on all promotional and advertising materials. The cost of advertising for promotion promulgated by Wellington will be paid for by Wellington. The Proposer will be authorized to advertise and promote the Proposer's services offered under this contract at the Proposer's expense.

SECTION 10 - FEES PAID TO WELLINGTON

In exchange for the right to provide dog training services, the Proposer's proposal shall include an annual lease proposal to be paid to Wellington.

SECTION 11 - ACCOUNTING PROCEDURES

The Proposer collecting revenues shall follow the accounting procedures in place without exception:

1. The Proposer will maintain complete and adequate accounting records supporting all charges, fees, expenses and costs associated with the contract.
2. The Proposer will implement appropriate accounting controls consistent with standard business practices.
3. All transactions generated as a result of instruction shall be accounted for as follows:

- a. The Proposer shall maintain and have available for Wellington monthly participation reports to include:
 - i. all participant names;
 - ii. address;
 - iii. services Provided
 - iv. amount paid by participant.
- b. Proposer shall provide Wellington with Financial Statements for the training facility operations on an annual basis. Such Financial Statements shall be due within one hundred twenty days of the anniversary date of the effective date of the contract. The Financial Statements shall reflect Proposer's financial position at the conclusion of the previous fiscal year. The Financial Statements shall include such information as Wellington's Finance Director may reasonably require. Wellington shall have the right to review Financial Statements more frequently during the year and at Wellington's discretion may require monthly reports. Wellington at its own cost and expense may audit proposer operations from a financial and management perspective at any time during the term of the Agreement.
- c. The Proposer's accounting records shall be available for audit and inspection by Wellington during hours of operation.

SECTION 12 – BENEFITS

The Proposer does not accrue, nor is entitled to any Wellington employee benefits, including Workman's Compensation. The Proposer agrees to make all required tax payments arising from this contract and to hold the Wellington harmless in respect to any liability for taxes in connection with the performance of this contract.

SECTION 13 – FEE SCHEDULE

The Proposer shall be responsible for the establishment of rates. These rates shall be subject to Wellington approval.

SECTION 14 - DISPUTES

Any actual or prospective Proposer, offer or Proposer who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints.

The Purchasing Department shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office and shall be on display for public viewing. All bidders, Proposers, offerors or proposers affected by the proposed award of contract will also be notified by the Purchasing Department at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective Proposer, offeror, or proposer who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Department. Protestors shall file their written protests with the Purchasing Department between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday. Protests shall contain the name, address and phone number of the petitioner, name of petitioner's representative (if applicable), the name and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest and also the action requested from Wellington.

The written protest must be received no later than 72 consecutive hours (excluding Fridays, Saturdays, Sundays and legal holidays) from the time of initial posting of the Evaluation Committee's recommendation. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, Wellington shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until the City Manager determines that, the award of the bid/contract without delay is necessary to protect the public health, welfare, or safety.

SECTION 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.

SECTION 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 proposer, supplier, subproposer 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.

SECTION 17 - CONFLICT OF INTEREST AND CODE OF ETHICS

The award is subject to provisions of State Statutes and Wellington policies. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also a Wellington employee. Further, all Proposers must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of it's branches.

If any Proposer violates or is a party to a violation of the Wellington and Florida Code of Ethics with respect to this Proposal, such Proposer may be disqualified from performing the work described in this Proposal or from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington and State Ethics Codes is available at the Wellington Clerk's Office, 14000 Greenbriar Blvd, Wellington FL 33414.

SECTION 18 - FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person ten (10) days after the public opening. 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.

SECTION 19 - TIED PROPOSALS/DRUG FREE WORKPLACE PROGRAMS

In the event of an identical tied proposal, preference shall be given in order as follows:

1. Drug Free Workplace
2. Headquarters (or principal place of business) within Wellington
3. Branch office exists within Wellington
4. Headquarters (or principal place of business) within Palm Beach County
5. Branch office exists within Palm Beach County
6. If proposals remain tied after items a-e the final tie breaker will be drawing lots in public

SECTION 20 - 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 subproposers, 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.

SECTION 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 Resolution No. R2009-91 Section 2.12.F 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.

SECTION 22 - PROPOSAL FORMAT AND ADDITIONAL INFORMATION

Any qualified firm or individual(s) desiring to provide the required professional services should apply by submitting one (1) original and four (4) copies for a total of five (5) sets of the entire proposal, including a Letter of Interest containing the following information:

1. Introduction to the firm or individual providing (a) company/individual background information; (b) Names, addresses and telephone numbers of references and clients for whom work of a similar nature has been conducted during the past three years; (c) a list of similar projects/programs with a brief description of the scope of services. An overview of the program should include the length of time or duration of the program, the location of the program, the outcome of the program and estimated fees for these programs;
2. Team Organization Chart or list of personnel, with summary of key employees who would be assigned to the services defined in the scope of work. This includes names, titles and credentials of those individuals who shall be working under the contract and a clear statement identifying the primary contact
3. Lease Proposal including the annual lease payment to be made to Wellington on a monthly basis. The proposal should incorporate any offer of a fee to be paid to Wellington. Prepare a summary of comments identifying any objections of the draft lease attached as “Exhibit C”.
4. Provide conceptual design, site plans and building elevations.
5. Financial capabilities of the firm (refer to Section 4 of the RFP).
6. Construction and Removal Bond Requirements
7. Proof of Insurance and its limits for Workers Compensation and General Liability.
8. If the chosen Proposer proposes to sublet, subcontract or otherwise engage the services of a third party, this must be disclosed in the response to the proposal.

SECTION 23 - EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the following Evaluation Criteria: Experience with Similar Programs and Qualifications; Program/Project Approach/ Facilities; Lease Proposal and Financial Capabilities. Please see attached Evaluation Criteria and Evaluation Sheet. Evaluators will individually review proposals. Final rankings of each Evaluation Committee member will be summarized in cardinal numeric and then translated to an ordinal number. The final rankings will be the summation of all ordinal rankings of the Evaluation Committee members.

If it is the desire of the Evaluation Committee the evaluation can be used as a means of short-listing the proposals for Oral Presentations/Interviews. Selected firms and/or individuals will be notified if presentations/interviews are required. If Oral Presentations/Interviews are desired then the Evaluation Committee will use an ordinal ranking after presentations to determine the final ranking recommendations to Council. The recommended rankings will be presented to Council requesting the right to negotiate with the top ranked proposer. If negotiations are not successful with the top rank proposer Wellington has the right to negotiate with the sequentially ranked proposers until a successful negotiation is obtained, or to discontinue negotiations and reject all proposals.

Wellington desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone. If a single number one ranked firm cannot be clearly determined, then the evaluation team shall request the Purchasing Manager to set-up the top ranked firms for presentations/interviews.

Wellington may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If Wellington elects to conduct oral presentations or interviews, such presentations or interviews will be open to the public.

After the Evaluation Committee has met and made recommendations with respect to the proposals, those recommendations will be submitted to Wellington's Council for their consideration. Wellington's Council shall select in order of preference the proposers they wish the staff to negotiate a contract with. The staff and the most preferred proposer will then attempt to negotiate a mutually satisfactory lease contract to be brought back to Wellington's Council for approval. The Council may direct the staff to negotiate with one or more proposers simultaneously. At anytime should Wellington be unable to negotiate a satisfactory contract with any of the Firms considered to be most qualified at a price Wellington determines to be fair, competitive and reasonable, negotiations with that firm would be terminated and Wellington staff would undertake negotiations with the next highest rated firm. The Council may decide to reject all proposals and not enter into or cease negotiations.

SECTION 24 – RFP SOLICITATION DATES

The anticipated schedule for this RFP is:

Legal Advertisement	November 3, 2010
Mandatory Pre-Proposal Meeting	December 8, 2010
RFP Opening	January 6, 2011
Evaluation Committee Meeting	January 13, 2011
Oral Presentations (if applicable)	To be Determined
Tentative Agenda Date	To be Determined

SECTION 25 - PHONE NUMBERS/CONTACTS

Questions related to this RFP shall be directed in writing to Ed DeLaVega, Wellington Purchasing Department, 14000 Greenbriar Boulevard, Wellington, Florida 33414, fax number (561) 791-4045 or email at edlavega@wellingtonfl.gov. Inquiries related to the work scope, clarification or correction **must** be in writing – by fax or e-mail - and received **Monday, December 13, 2010**, to allow adequate time for response and/or an addendum to be issued. The secondary contact for this solicitation will be Jamison Mao, Purchasing Manager at e-mail jmao@wellingtonfl.gov. **Do not contact any other Wellington staff member, except the above two (2) named, with regard to this RFP. Contact with any other Wellington employee associated with these services during the RFP process is prohibited. All inquiries will be routed to the appropriate staff member for response.**

SECTION 26 - DUE DATE AND LOCATION

RFP Packages containing letters of interest and supplemental information will be received until **10:00 AM Local Time, Thursday January 6, 2011** Mail or deliver all proposals to Wellington Clerk's Office, 14000 Greenbriar Boulevard, Wellington, Florida 33414, phone number (561) 791-4101. Packages arriving after the 10:00 a.m. deadline will be returned unopened. It is the proposers' responsibility to assure that proposals are delivered at the proper time and place before time of opening.

Wellington reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firm whose proposal best serves the interest of Wellington.

Any firm affected adversely by an intended decision with respect to the award of any proposal, shall file with the

Wellington Purchasing Department, a written protest not later than seventy-two (72) hours (excluding Fridays, Saturdays, Sundays, and legal holidays), after the posting of the Bid Tabulation and Intended Award Notice. Protest procedures may be obtained from the Purchasing Department. Any protest must be filed prior to expiration of the time period.

SECTION 27 – RANKING OF DOG TRAINING FACILITY

Definitions of Evaluation Criteria

1. Experience with Similar Programs and Qualifications (max 25 points)

A list of similar Programs should be submitted with a brief description of the scope of services. An overview of the program should include the length of time or duration of the program, the location of the program, outcome of the program and estimated fees for these programs. An overview of the firm's qualifications including all employees, trainers and judges (provide proof of American Kennel Club certifications) where applicable. Please include descriptions of certifications, training, licenses, references, etc.

2. Program/Project Approach and Facilities (max 25 points)

A general overview of the firm or individual's approach should be submitted showing how the firm or individual will get the program started for the dog training facility, operation of the training facility, and providing the maintenance services, and how they will continue to build the program. Proposer shall provide conceptual design, site plan and any associated building elevations.

3. Lease Proposal (max 25 points)

The proposal should include the annual lease payment to be paid to Wellington on a monthly basis. The Proposal should incorporate any offer of a fee to be paid Wellington.

4. Financial Capabilities (max 25 Points)

Refer to Section 4 (Financial Capabilities) of the RFP.

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. Original and four (4) copies
- YES___ NO___ 2. Proposal Submittal
- YES___ NO___ 3. Acknowledgment of Addendums
- YES___ NO___ 3. Schedule of Sub-Proposer(s)
- YES___ NO___ 4. Drug Free Workplace
- YES___ NO___ 5. Questionnaire
- YES___ NO___ 6. References
- YES___ NO___ 7. Proposal Package
- YES___ NO___ 8. Application to be Considered a Local Business
- YES___ NO___ 9. Financial Capabilities
- YES___ NO___ 10. Bond Requirements
- YES___ NO___ 11. Insurance Requirements

PROPOSAL SUBMITTAL

To:
Wellington
14000 Greenbriar Blvd.
Wellington, Florida 33414

_____ agrees to provide the
(Vendor)
Dog Training Facility and Services to the Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP Documents.

Gentlemen:

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 RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed ninety (90) days after the date of Proposal opening stated in the RFP.

The undersigned accepts the payment policies specified in the RFP 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. _____

As specified in the Standard Terms and Conditions of this RFP Document, Proposers are to present the details of a minimum of four (4) references of similar work. (Additional references may be submitted on a separate sheet in this format)

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:

DRUG FREE WORKPLACE

Preference shall 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 Wellington 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 shall 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 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

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 Section 2.12(F) 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 Section 2.12.F(2) 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.

Subproposer 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 subproposers 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 subproposers 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
- Subproposer 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 subproposer utilization provision, please provide a breakdown of the subproposers 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 subproposers, 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.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subproposer 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 _____, 2010, 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 _____, 2010, 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 _____
(State)

Notary Seal