



REQUEST FOR PROPOSALS
BUS RENTAL AND DRIVER SERVICES

RFP# 022-15/ENR

12300 Forest Hill Boulevard
Wellington, FL 33414

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



LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 022-15/ENR)

The Village of Wellington is accepting sealed proposals from qualified and experienced vendors to provide Bus Rental and Driver Services for the Parks and Recreation Department's recreational field trips. This RFP will establish a contract with a qualified firm to provide transportation services.

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 **February 1, 2016 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# 022-15/ENR"

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, <http://wellingtonfl.gov> or by contacting Emma Ramirez in the Purchasing Department at (561) 791-4021, eramirez@wellingtonfl.gov beginning on January 10, 2016.

EVALUATION COMMITTEE:

An Evaluation Committee meeting will be held on February 15, 2016 at 10:00 am. Local Time at Wellington City Hall building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

FOR INFORMATION

For information on this Request for Proposal, 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 RFP 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.

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RFP# 022-15/ENR Bus Rental and Driver Services

TIMELINE

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

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	January 10, 2016	Palm Beach Post; Demandstar.com;
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	6:00 p.m. Local Time	January 19, 2016	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 am. Local Time	February 1, 2016	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	10:00 am. Local Time	February 15, 2016	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 Proposal submittal packages will be received until **February 1, 2016 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 **RFP #022-15/ENR**. Any proposer desiring to provide the required services should submit one (1) original signed in ink and ONE (1) ELECTRONIC PDF COPY (CD) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP #022-15/ENR. 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
eramirez@wellingtonfl.gov

2. TERM OF CONTRACT

The term of the contract shall be for two (2) years from the date of award, and by mutual agreement Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriate funds), not to exceed a maximum of two (2) years.

Annual renewals will be based upon mutual agreement between Wellington and the vendor, and by incorporating the same terms and conditions. Renewals will be by written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will be generally provided about 90 days prior to the expiration date of the contract. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials or fuel costs throughout the initial term of the contract.

Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, ninety days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

Wellington reserves the right to accept or reject any price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract may be extended by Wellington, 90 days beyond the contract expiration date, if needed.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit RFPs. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

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 RFP 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 RFP.

5. CERTIFICATE OF INSURANCE:

Refer to Section 11, Insurance.

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 (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

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 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 Three Hundred Thousand Dollars (\$300,000) for each accident, not less than Three Hundred Thousand Dollars (\$300,000) for each disease, and not less than Three Hundred Thousand Dollars (\$300,000) 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) 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 Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

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

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.

19. 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.

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 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.

21. 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.

22. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Emma Ramirez, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after **January 19, 2016 at 6:00 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. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

23. 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.

24. 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 RFP 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.

25. 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:

Criteria	Points
1. Cost	35
2. Qualifications of the Firm	30
3. Ability to Perform Contract	25
4. References	10
Total	100

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.

26. 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 contractors 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 contractor whose proposal has been determined to be the most advantageous to Wellington per the evaluation criteria listed below.

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

a) Cost:

1. Provide hourly rates as described in the bid submittal form. The hourly rates provided shall include:
 - a. Summer Day Camp hourly rates
 - b. Winter Day Camp hourly rates
 - c. Spring Day Camp hourly rates
 - d. Special Events/Miscellaneous hourly rates
 - e. Overtime Rate Charge
 - f. Current fuel rate per gallon to be established
 - g. Alternate bid price for additional transportation services (i.e. vans, 26 passenger busses, etc.)

b) Qualifications:

1. Details on the qualifications of management staff and drivers. Provide driver history including appropriate licenses for each.
2. Details on the qualifications of the firm
3. Details on current similar contracts with government entities
4. Details on background check and drug testing policies

c) Ability to Perform Contract:

1. Provide list of fleet including:
 - a. Vehicle Type
 - b. Year, make and model
2. Fleet maintenance schedule
3. Detail means of communication between driver and dispatch
4. Detail how firm handles broken down vehicles; including replacement vehicles
5. Provide any additional information which may support the firm's ability to perform contract

d) References:

1. List at least three (3) current clients (name, address, phone and fax numbers) on the page provided within this RFP that can serve as a reference on similar past jobs performed by the Proposer. Wellington may contact references in relation to the proposer's qualification and experience in similar type work.

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 RFP 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.

27. INSTRUCTIONS FOR SUBMITTING:

Firms shall submit one (1) original and one (1) PDF electronic copies of the RFP submittal in a sealed envelope plainly marked: **“Attention: Purchasing Office, RFP# 022-15/ENR Bus Rental and Driver Services”**. 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 15 of the RFP. 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, RFP 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 RFP.

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 RFP.

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- Letter of Transmittal: This letter should summarize in a brief and concise manner the Proposers understanding of the scope of work and make a positive commitment to timely supply the services required. An authorized agent of the Proposer must sign the Letter of Transmittal and the RFP form in the space provided, indicating the agent’s title or authority. The letter should also include information the proposer may feel is pertinent for consideration. The letter should not exceed two (2) pages in length from and back.

Tab #2 – Acknowledge receipt of each addendum (if any)

Tab #3 – Proposal Submittal Form/Price Proposal Signed by Authorized Representative

Tab #4 – Proposer’s Cost as described in Section 26 (a) of this RFP

Tab #5 – Proposer’s Qualifications as described in Section 26 (b)

Tab #6 – Proposer’s Ability to Perform Contract as described in Section 26 (c) of this RFP

Tab #7 – Questionnaire

Tab #8 – References as described in Section 26 (e) of this RFP

Tab #9 – Drug Free Workplace

Tab #10 – Local Preference Application

Tab #11 – Proposer’s Certification

Tab #12 – Evidence of Insurance Certification:

Tab #13 – Current Licenses/Certificates of Authorization, Permits, Board Health Certification

Tab #14 – Conflict of Interest Form

28. SCOPE OF SERVICES:

PURPOSE

The purpose and intent of this “Invitation to Bid” is to establish a firm price for “Bus Rental and Drivers Services” for the Parks and Recreation Summer Day Camp Program, Winter Day Camp, Spring Day Camp, and for Special Events. Service is of primary concern. Bidders with low standards for either service or workmanship will be judged to be non-responsive to the needs of Wellington.

CONTRACT TERM

Commencing with the date of award by Council with an initial contract period of two (2) years, Wellington reserves the right to renew the contract for two (2) additional one year periods. Annual renewals will be based on the successful proposer agreeing to the same terms and conditions and by filing written notice to Wellington not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of Wellington. No price increase will be accepted during the initial contract period.

FUEL ADJUSTMENT

If during the contract period, the price of the fuel is increased 10% over the price of fuel in effect at the time the contractor submits his bid, the Contractor may request a price increase equal to the overall cost increase experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the Purchasing Manager in writing with full documentation substantiating the request. Documentation must include the price of fuel at the normal source/point of supply at time of the bid submittal, current price of fuel at the same normal source/point of supply and a percentage of his delivered product/service cost that is attributable to fuel costs. A published fuel index may be obtained by Wellington and used as a guideline for insuring fuel increases are justified. No increase will be permitted the six months of the contract period, thereafter requests for increases may be submitted prior to onset of each six month period of the contract.

If during the contract period, the cost of fuel is decreased by 10% below the price of fuel in effect at the time the contractor submits his bid, the contractor is required to extend to Wellington a price decrease equal to the overall price decrease he has experienced in his product/service as a direct result of the price decrease. The procedures applicable for a price increase will be used for a price decrease.

Based on the aforementioned, price increases and decreases are subject to approval by Wellington. In the event of a price increase or decrease approval, the new prices shall apply only to orders placed after the date of written acceptance by Wellington.

Bidder must complete the Fuel Adjustment portion of this bid in the designated section on the Bid Form.

RESPONSE TIME:

The successful bidder will be required to have vehicles at the pick-up area(s) a minimum of 30 minutes prior to the trip. From time to time Wellington may require additional bus service for field trips and other transportation services, vehicles must be at the designated pick up area(s) a minimum of 30 minutes prior to the scheduled departure.

ADDITIONS/DELETION OF ROUTES:

Although this solicitation identifies specific routes/services required, it is hereby agreed and understood that any route/service may be added or deleted to/from this contract at the option of Wellington. When an addition to this contract is required, the successful bidder(s) under this contract shall be invited to submit price quotes for these new routes/services, and may be added to the contract in Wellington's best interest.

PRICES SHALL BE FIXED AND FIRM FOR INITIAL TERM OF CONTRACT:

If the proposer is awarded a contract under this solicitation, the prices quoted by the proposer on the Proposal Form shall remain fixed and firm during the initial term of this contract; provided however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

PROGRAMS TO BE SERVICED BY BUSES AND DRIVERS

Summer Day Camp: Up to ten (10) busses a week with drivers will be needed for nine (9) camp weeks. The Summer Day Camp will run from June 6, 2016 through August 12, 2016, with no camp on Monday, July 4, 2016. Monday, Wednesday, and Friday the buses will be needed from 9:00 A.M. to 6:00 P.M.(9.0 hours); and Tuesday and Thursday busses will be needed from 10:30 A.M. to 3:00 P.M. (4.5 hours).

Winter Day Camp (if needed): Up to five (5) buses a week with drivers will be needed for two (2) camp weeks. The Winter Day Camp will run Monday through Friday from 9:30 A.M. to 5:00 P.M. with one bus needed each day for 7.5 hours.

Spring Day Camp (if needed): Up to five (5) buses a week with drivers will be needed for one (1) camp week. The Spring Day Camp will run Monday through Friday from 9:30 A.M. to 5:00 P.M. with one bus needed each day for 7.5 hours.

Special Events/Misc (as needed): There are times throughout the fiscal year that Wellington has need for miscellaneous transportation services. It is estimated that there could be need for about a total of twenty-six (26) buses at different times during the fiscal year for special occasions, and miscellaneous field trips. Wellington would like the vendors to show an all-inclusive hourly rate for these miscellaneous trips on an as-needed basis.

BUSSES AND DRIVERS SHALL MEET THE FOLLOWING CONDITIONS:

- a. Busses shall be certified by the State meeting requirements to transport school children a minimum of fifty-three (53) passengers, air conditioned with restroom and radio dispatch.
- b. Bus drivers and Company will meet all Federal and State rules, regulations, statutes, and ordinances, including proper driver's license, bus certification, etc.
- c. Liability insurance will be supplied by the chosen company. Copies of current insurance forms will be supplied by the vendor for each renewal made by the vendor within limits required by the Village.
- d. Vendor shall supply a copy of the written procedures for supplying alternate buses for buses which are disabled during transport.
- e. Vendor shall list in the bid what types of buses will be used for transportation. The Village of Wellington reserves the right to reject any bus which does not meet minimum standards specified in this bid.

- f. Vendor must supply recent references which are to include company name, address, and contact person and telephone number.
- g. Rental fee to include all gasoline charges. All maintenance of all vehicles, including any towing charges incurred by disabled buses, will be the vendor's responsibility.
- h. Total cost to include travel time from bus compound and back to bus compound.
- i. The Village of Wellington reserves the right to cancel this agreement by giving thirty (30) days written notice of the intention to cancel at any time the supplier fails to fulfill or abide by any of the terms and/or conditions specified. If a breach of contract is brought to the vendor's attention more than once, the second breach of contract will be grounds for immediate termination without further notice.
- j. Any claims of damage must be reported to the Parks and Recreation Director. Any necessary repairs for the damage must be submitted in writing with cost estimates and pre-approved by the Parks and Recreation Director before repairs are started.
- k. Number of hours, miles and buses are approximations and specific numbers are dependent on other factors. Vendor will be given as much advance notice as possible, but not less than 24 hours.
- l. Radio communications between the bus drivers and the bus dispatcher must be in effect and operating at all times.
- m. Wellington reserves the right to cancel bus use for individual trips by giving 24 hours notice without penalty to Wellington. Successful company should specify specific cancellation policy and who should be notified.
- n. In the event less funds are budgeted for a new fiscal period, Wellington shall notify the vendor of such occurrence, and may reduce the bus usage following the last day of the current fiscal period without penalty or expense to Wellington.
- o. A Program Supervisor riding a bus may request changes in the bus schedule or stops due to weather conditions or emergency situations. Driver must recognize staff requests for schedule changes and emergency stops and honor them.
- p. Vendor should supply a dollar per hour overtime rate. All prices shall include parking/toll charges. Buses must stay with the group for the duration of the individual trip unless otherwise directed by the Program Supervisor.
- q. Vendor shall supply to Wellington quarterly maintenance records of the buses used in various programs.
- r. All buses must stay with Parks and Recreation Camps and not go on another trip/location and leave our camp children at the program location without a bus. Bus and bus driver must stay with the camp event due to possible inclement weather or/an emergency situation.

29. INSURANCE CONDITIONS

- a. The Contractor will indemnify and save harmless the Village of Wellington against any and all claims connected with this contract except to the extent same are caused by the active negligence or misconduct of the Village. Provisions of indemnification will meet the full requirements of Section 1.15 – Indemnification of this bid document.
- b. Contractor will provide a bus, property inspected and as requested by Wellington, and a State licensed and Contractor qualified (i.e. MVR check, etc.) driver.
- c. A Certificate of Insurance must be received by the Village of Wellington prior to any Contractor activity related to this contract. The Certificate will evidence the insurance requirements as stipulated in Section 2.11 – Insurance of this bid document, and will name the Village of Wellington as an additional insured.

(Remainder of page left intentionally blank)

30. SCHEDULING

Listing of Transportation Services Needed as provided by the Village of Wellington, Parks and Recreation Department (tentative schedule subject to change)

Village of Wellington Camp Transportation Schedule

				Weekly Glance			
# 1.	*** Summer Day Camp			Day of week	# units needed	Approx/Hours	Times
	# Weeks	Buses/Week	Total units	Monday	1	9.0	9:00-6:00P
	9	10	90	Tuesday	3	4.5	10:30-3:00P
				Wednesday	1	9.0	9:00-6:00P
				Thursday	3	4.5	10:30-3:00P
				Friday	2	9.0	9:00-6:00P

				Weekly Glance			
# 2.	Winter Day Camp (if needed)			Day of week	# units needed	Approx/Hours	Times
	# Weeks	Buses/Week	Total units	Monday	1	7.5	9:30-5:00P
	2	5	10	Tuesday	1	7.5	9:30-5:00P
				Wednesday	1	7.5	9:30-5:00P
				Thursday	1	7.5	9:30-5:00P
				Friday	1	7.5	9:30-5:00P

				Weekly Glance			
# 3.	Spring Day Camp (if needed)			Day of week	# units needed	Approx/Hours	Times
	# Weeks	Buses/Week	Total units	Monday	1	7.5	9:30-5:00P
	1	5	5	Tuesday	1	7.5	9:30-5:00P
				Wednesday	1	7.5	9:30-5:00P
				Thursday	1	7.5	9:30-5:00P
				Friday	1	7.5	9:30-5:00P

				Weekly Glance			
# 4.	*** Special Events/Misc (as needed)			Day of week	# units needed	Approx/Hours	Times
	# Weeks	Buses/Week	Total units	Monday	TBA	TBA	TBA
	52	0.5	26	Tuesday	TBA	TBA	TBA
	*** Special events #'s are approx			Wednesday	TBA	TBA	TBA
				Thursday	TBA	TBA	TBA
				Friday	TBA	TBA	TBA

*** All planned field trips to be forwarded prior to June 2016 Camp

*** The majority of Camp trips are in Palm Beach County. However, a minimal number of trips will include Broward County, Miami-Dade County and Henry County.

*** Tues-Thurs pool days in Wellington

*** All Camp Trips planned are subject to change

*** 53+ Passenger air condition Buses needed

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. Letter of Transmittal

YES___ NO___ 2. Acknowledgment of Addendums

YES___ NO___ 3. Proposal Submittal Form/Price Proposal Signed by Authorized Representative

YES___ NO___ 4. Price Proposal

YES___ NO___ 5. Qualifications

YES___ NO___ 6. Ability to perform contract

YES___ NO___ 7. Questionnaire

YES___ NO___ 8. References

YES___ NO___ 9. Drug Free Workplace

YES___ NO___ 10. Local Preference Application

YES___ NO___ 11. Proposer's Certification

YES___ NO___ 12. Evidence of Insurance Certification

YES___ NO___ 13. Current Licenses/Certificates of Authorization, Permits, Board Health Certification

YES___ NO___ 14. Conflict of Interest Form

YES___ NO___ 15. Original and one (1) PDF Electronic copy (CD)

PROPOSAL SUBMITTAL FORM (TAB #3)

To:
Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

(Vendor)

agrees to provide to Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and 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 (180) 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.

Item 1

Item/Description	Hourly Rate	Total Price
<u>Summer Day Camp</u> 10 buses a week 9 weeks 9.0 hrs per day MWF 4.5 hrs per day TTH	\$ _____ X 567 hrs.	\$ _____
<u>Winter Day Camp (if needed)</u> 5 buses a week 2 weeks 7.5 hrs per day	\$ _____ X 75 hrs	\$ _____
<u>Spring Day Camp (if needed)</u> 5 buses a week 1 week 7.5 hrs per day	\$ _____ X 37.5 hrs	\$ _____
Grand Total		\$ _____
<u>Special Events/Misc (as needed)</u> .05 buses a week 52 weeks Est. 26 units	\$ _____ Hourly Rate based on Special need buses.	N/A
Overtime Rate Charge	\$ _____ per hr.	N/A

NOTE: Hours indicated are approximations and actual hours may vary more or less.

Fuel Adjustment

Bidder: The following information is required as a basis for any fuel adjustment claim(s) which may be made by the vendor during the contract period. If incomplete information is furnished in this section requests for fuel adjustments may not be considered.

- a) Type of fuel used: _____
- b) Price per gallon on _____ at bidder's normal point of supply.
(date)
\$_____/gal.
- c) Name, Address, Phone Number of fuel supplier:
- _____
- _____
- _____
- _____

Item #2: Alternate bid price for other transportation services such as vans, 26 passenger bus, etc. Please state at an all-inclusive hourly charge.

Description of Transportation Vehicle	Hourly Rate

Contact person in the event of a Cancellation by the Village:

Name _____

Title: _____

Telephone Number: _____

Alternate Telephone Number: _____

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. _____

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the Village:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

LOCAL PREFERENCE APPLICATION (TAB#10)

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 _____, 2014, 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 _____, 2014, by
_____. He/She is personally known to me or has presented
_____ as identification. (Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

REFERENCE FORM TAB #8

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

DRUG FREE WORKPLACE (TAB #9)

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

PROPOSER'S CERTIFICATION (TAB #11)

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#14)

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

CHECK ALL THAT APPLY.

- ☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- ☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.
- ☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.
- ☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.
- ☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.
- ☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

QUESTIONNAIRE (TAB #7)

PROJECT:

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, Purchasing Department: (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__