



REQUEST FOR PROPOSALS

FOR PROVIDING

VILLAGE PARK MASTER PLAN

For

THE VILLAGE OF SUSSEX

A pre-Proposal Conference is not scheduled for this solicitation

PROPOSALS ARE DUE NO LATER THAN 5:00 p.m.
August 6, 2010

Contact

Amy Jeske, Director of Recreational Services
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089
(262) 246-6447
Fax: (262) 246-6337
amyjeske@wi.rr.com

SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential applicants on subjects as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.1 SUBMISSION OF PROPOSAL

- A. **Sealed offers** are to be submitted to:
Amy Jeske, Director of Recreational Services
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089
(262) 246-6447
Fax: (262) 246-6337
amyjeske@wi.rr.com

*****NO LATE OFFERS WILL BE ACCEPTED*****

- B. **Date/Time:** Proposals shall be received on or before August 6, 2010 at 5:00 p.m.
- C. **Identification of Proposal:**
Proposals shall be submitted in a sealed envelope, with the date for submission of offer and the offeror's name clearly marked on the outside of the envelope.
- D. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offer and then resealed.

1.2 NUMBER OF COPIES

Applicants shall submit **one unbound original** and **three (3)** copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the Village of Sussex. The **unbound original** copy shall be clearly marked '**ORIGINAL**'.

1.3 PROPOSAL INFORMATION

- A. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than **seven (7) calendar** days prior to the deadline for submission of offers.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Applicants are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets or any proprietary information. The Village of Sussex assumes no obligation or responsibility for asserting legal arguments on behalf of potential applicants.

1.4 RFP OBJECTIVE

The objective of the RFP is to provide sufficient information to enable qualified respondents to submit written proposals to the Village of Sussex. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

1.5 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an applicant believes that parts of an offer are confidential, then the applicant must so specify. The applicant must stamp in bold letters the term CONFIDENTIAL on that part of the offer that the applicant believes to be confidential. Vague and general claims as to confidentiality will not be accepted. The Village of Sussex will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information.

1.6 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The applicants are required to acknowledge receipt of any amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see 1.1).

1.7 WITHDRAWAL OR MODIFICATION OF OFFERS

Any applicant may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.1).

1.8 ACCEPTANCE

- A. Any offer received shall be considered an offer, which may be accepted by the Village of Sussex based on initial submission without discussions or negotiations.
- B. By submitting an offer in response to this solicitation, the applicant agrees that any offer it submits may be accepted by the Village of Sussex at any time within 60 calendar days from the date of submission deadline (see 1.1). The acceptance period of sixty (60) calendar days from the date of submission will automatically be extended for an additional (sixty) 60 calendar days unless the applicant expressly states in its proposal that the acceptance period is limited to the initial sixty (60) calendar day period.
- C. The Village of Sussex reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the Village of Sussex. Failure of the applicant to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.9 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the applicant's expense and are the applicant's total responsibility.

1.10 AWARD

The Village of Sussex intends to make an award using the evaluation criteria listed in the RFP to determine the best value including price and other factors in the proposal submitted (see Section IV for evaluation elements).

1.11 CONTRACT ADMINISTRATION

The Village of Sussex shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.12 SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

Issue Request for Proposal	July 15, 2010
Proposal Due Date	August 6, 2010
Short List Selection	August 10, 2010
Award of Contract (Letter of Intent)	August 23, 2010
Notice to Proceed	August 30, 2010

1.13 INQUIRIES

Questions about the RFP shall be in writing and directed to Amy Jeske, Director of Recreational Services, at the address below. A written response to any inquiry will be provided in the form of an amendment to the solicitation. See 1.6 Amendments.

Amy Jeske, Director of Recreational Services
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089
(262) 246-6447
Fax: (262) 246-6337
amyjeske@wi.rr.com

The preferred method of submitting questions is by e-mail.

1.14 SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall govern the preparation and submission of proposals and any contract that may ensue. Please note the following definitions of terms as used therein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal sealed proposal submission of which changes in proposals and/or prices are allowed, and the offer deemed by the Village of Sussex to be the most advantageous in terms of criteria as designated in the Request for Proposal is accepted.
- The term "Respondent" means the person, firm or corporation which submits a formal sealed proposal and which may or may not be successful in being awarded the procurement.
- The term "Contractor" or "Consultant" means the Respondent who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Wisconsin law.

1.15 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind the Respondent. The Respondent must also provide evidence of the authority of the officer or agent to bind the Respondent.

1.16 RESPONDENT QUALIFICATIONS

Each Respondent may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a Respondent who is engaged on any work, which would impair their ability to perform or finance the work. All such work shall be revealed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Respondent who is in arrears to the Village of Sussex, Wisconsin, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Village or is deemed to be irresponsible or unreliable by the Village of Sussex.

SECTION II

2.0 SCOPE OF WORK

2.1 PURPOSE

The Village of Sussex, Waukesha County, is seeking Requests for Proposal for the development a master plan for Village Park. The Village desires services of a qualified firm to work with Village staff and the Parks and Recreation Board in creation of the master plan that will show existing and proposed facilities. A public process of educating and engaging the public in the planning process will be needed to determine the future of the park. The selected consultant will be expected to provide design guidelines for future development and expansion of the park.

More specifically, the Village's desire is to develop a master park plan by building upon a sense of place that is uniquely Sussex. The Village has already undertaken planning efforts through the Parks and Open Space Plan approved in 2007 to provide a background for development of the master plan. The Village Park Master Plan must address future community goals and objectives, current and proposed land uses, and the potential of redevelopment.

2.2 PROJECT AREA

The Village of Sussex is 7.24 square miles and is 9 miles north of Waukesha. With a population of approximately 10,050, the Village is still experiencing growth. Village Park is a 71.7 acre community park located in the southwestern portion of the Village on Weaver Drive. This park provides a wide range of outdoor recreation facilities. Village Park is one of the most popular parks in the village and a venue for many community sports, events, and festivals.

2.3 PROJECT DESCRIPTION

The consultant will be required to document existing facilities (taking into consideration impacts from a possible 20 acre park expansion), map all existing facilities and boundaries, compile historic information, conduct a public process for input on the future plan for the park and complete a master plan document in both plan and written form (three hard copies and one electronic version on CD). The Village will provide files and other relevant information. The Village of Sussex Parks and Recreation Board and Village Board of Trustees will also form a planning team to assist with the planning process (such as identifying stakeholders, coordinating public meetings, publicity, etc.)

The Consultant selected for this project will be required to perform the following services:

1. Organize and Attend a Kick-off Meeting with Village Staff and Boards
 - a. Establish key issues, goals and objectives of project, schedule, coordination plans and contacts.
2. Data Collection
 - a. Review plans, information, and reports from the Village.
3. Permit Identification
 - a. Identify potential regulatory permits required and associated costs.
4. Gather Public Information
 - a. Public meetings to obtain neighborhood and stakeholder feedback.
 - b. Community survey.

5. Preliminary Plan Goals
 - a. Address needs for the build out of the community.
 - b. Lower annual maintenance costs.
 - c. Outline of existing community conditions and issues as they relate to parks and open space such as demand for multiple activities.
 - d. Provide areas for community-wide special events.
 - e. Creation of a highly graphical/illustrative document and maps to ease readability/understanding to enhance implementation.
 - e. Cost estimate.
 - f. Funding application assistance.
6. Public Information Meeting
 - a. Neighborhood and stakeholder comments.
7. Final Plan
 - a. Cost estimate for construction and ongoing maintenance.
 - b. Address needs for the build out of the community.
 - c. Specify drainage plan.
 - d. Provide areas for community-wide special events.
 - e. Creation of a highly graphical/illustrative document and maps to ease readability/understanding to enhance implementation.
 - f. Funding application assistance.
 - g. The Consultant shall secure approval of the Village of Sussex Parks and Recreation Board, Plan Commission, and the Board of Trustees.

2.4 OWNERSHIP OF RECORDS

The drawings, specifications and other documents, including those in electronic form, prepared by the Planner, and Planner consultants, shall be deemed owned by the Owner unless the owner fails to pay the Planner for completion of those items per the terms of this agreement.

2.5 PUBLIC RECORDS NOTICE

Owner and Planner recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of software copyright and licensing rights. To ensure that applicable laws are followed, both with regard to private software ownership rights, and with regard to public records laws, Owner and Planner agree as follows: When Owner receives public records requests for matters that Owner believes might be proprietary or subject to copyright, Owner will notify Planner of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Planner shall either provide Owner with the record that is requested, for release to the requestor; or Planner shall advise Owner that Planner objects to the release of the requested information, and the basis for the objection. If for any reason Owner concludes that Owner is obligated to provide a record to a requestor that is in Planner's possession, Planner shall provide such records to Owner immediately upon Owner's request. Planner shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Planner shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Owner, its officers, agents, employees and

independent contractors growing out of (i) Owner's denial of a records request, based upon objections made by Planner, or (ii) Planner's failure to provide records to Owner upon Owner's request; or (iii) Owner's charges made to a records requestor, based upon reimbursement of costs Planner charged to Owner in responding to a records request; or (iv) Owner's lack of timely response to a records request, following Planner's failure to timely respond to Owner as required herein; or (v) Owner's provision of records to a requestor that were provided to Owner by Planner in response to a records request. Planner's claims of copyright or any other confidentiality claims shall be waived such that Owner may provide all requested documents, programs, data, and other records to the requestor, upon failure by Planner to defend, indemnify or hold harmless the Owner as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

SECTION III

3.0 PROPOSAL CONTENT

3.1 PROPOSAL FORMAT

The written proposal should include the information in the format outlined below and be limited to no more than fifteen (15) pages. It is recommended that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required services.

3.2 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure, with special emphasis on how this project will fit within that structure.

3.3 STATEMENT OF QUALIFICATIONS

Submit a general description of a company-wide basis of your firm's background, and qualifications to provide the services and requirements indicated in Schedule II, Scope of Work. Provide the names and locations of at least three (3) locations at which the proposer has conducted similar services and requirements along with specific individuals whom may be contacted for references.

3.4 PROJECT APPROACH

In the section, please address each of the detailed items listed in Section II, Scope of Work. The Project Approach should chronologically start at the Notice to Proceed and end at contract completion.

3.5 PERSONNEL

The quality of personnel is extremely important to the Village of Sussex's decision-making process for awarding this contract. In this section, please submit brief resume(s) of key personnel in critical positions. If candidates have not yet been identified, please submit a description of the basic qualifications that such a person should have. Please feel free to attach copies of certifications, etc. **Note:** If Schedule II, Scope of Work requires that specific individuals such as the Project Manager be identified then that requirement shall take precedence over this paragraph.

3.6 PRICING

The price is of critical importance to the Village of Sussex. Applicants shall provide a complete cost proposal for all hourly rates and reimbursable costs as applicable. Please delineate a system whereby the Village will have the opportunity to review the necessity for any proposed price changes over the course of the contract. **Note:** All reimbursable costs (i.e. other direct costs) must be listed on your price proposal form to include a unit price and an estimated total for this project.

The cost proposal shall be submitted in a separate sealed envelope and shall include:

- Cost of personnel services, broken down by hourly direct salaries and estimated hours
- Overhead cost (as a percent of direct salaries)
- Other direct costs, such as travel, lodging, meals, etc.
- Consultant's profit

3.7 PROJECT SCHEDULE

Provide a Project Schedule that addresses how the firm will provide all of the services and requirements, basing the schedule on an anticipated Notice to Proceed date of August 30, 2010. The Village Park Master Plan must be completed by June 30, 2011.

3.8 REFERENCES

Provide a list of clients and references, specifically including any clients whom may be similar in nature to this RFP. Also include a list of current clients and current projects the firm is presently working on.

3.9 SUBMITTALS

Submit three (3) copies of one (1) **unbound original** of all information requested herein, including all attachments.

3.10 AWARD

Proposals submitted which do not meet the requirements of this Request will be considered non-responsive and will not receive further consideration. Follow-up calls for missing or incomplete information will not be made.

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of the Village of Sussex based on the evaluation criteria defined in Section IV. The firm which is selected will be given the first right to negotiate an agreement acceptable to the Village of Sussex. In the event that an agreement satisfactory to the Village cannot be reached, the Village may enter into contract negotiations with one or more of the remaining qualified firms.

SECTION IV

4.0 SELECTION CRITERIA

Village staff will screen all proposals. Through this process, the Village of Sussex will determine which proposals are acceptable or unacceptable. The Village will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the Village will be evaluated. Staff will then recommend one firm to the Parks and Recreation Board for award of this contract.

4.1 AWARD OF CONTRACT

The Village of Sussex reserves the right to award this contract not necessarily to the proposer with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The Village will select the most qualified firm that was proven to understand the needs and scope of the study. In the event a contract cannot be negotiated with the top ranked firm, the Village may enter into negotiations with the second highest ranked firm or the Village may decide to call for new proposals. Immediately after the notice of award, the contractor will begin planning in conjunction with the Village of Sussex staff to insure fulfillment of all its obligations. The contractor may be expected to attend regular meetings as required by the Village to assist in the preparation for startup.