



To: Honorable Mayor & Village Council

Date: February 23, 2015

From: Ron E. Williams, Village Manager

Re: Draft RFQ for
Strategic Planning Service

Please find attached for your consideration, a draft RFQ seeking qualified firms to provide Strategic Planning Services to the Village of Palmetto Bay.

Darby P. Delsalle, AICP
Planning and Zoning Director

REQUEST FOR QUALIFICATIONS

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



Professional Consulting Services for
Multi-Year Strategic Plan Development
RFQ No. 1314-07-002

1.0 General Information

1.01 Purpose

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, requests qualifications from consultants/firms with expertise to develop a city-wide, community driven, multi-year strategic plan.

1.02 Eligibility

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the consultant/firm must have successfully provided services similar to those in Section 2.01 of this RFQ. Each Consultant shall meet all legal, technical and professional requirements for providing the requested services.

The respondents shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Village reserves the right to make investigations of the respondents' qualifications or any of its sub-consultants, to contact former employers or clients to confirm qualifications as it deems appropriate.

1.03 Schedule of Events

EVENT:	DATE/TIME:
Request for Qualifications Issued	TBA
Mandatory Pre-RFQ Meeting	TBA
Deadline for Questions	TBA
Deadline for Village to Respond to Questions	TBA
Qualification Submittal Deadline	TBA
Announcement of Short-Listed Consultants	TBA
Oral Presentations	TBA
Announcement of Selected Consultant	TBA
Village Council Approval of Contract Negotiations	TBA
Village Council Approval to enter into Contract	TBA
Contract Execution	TBA

The Village reserves the right to change the project timeline.

1.04 Cone of Silence

(1) In the public process for awarding contracts for the provision of goods and services, a cone of silence is imposed. Cone of silence is hereby defined to mean a prohibition on:

- a. Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the village's professional staff including, but not limited to, the village manager and his or her staff;
- b. Any communication regarding a particular RFP, RFQ, or bid between the mayor or village council members and any member of the village's professional staff including, but not limited to, the village manager and his or her staff;
- c. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. Any communication regarding a particular RFP, RFQ or bid between the mayor, village council members and any member of the selection committee;
- e. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the mayor or village council members; and
- f. Any communication regarding a particular RFP, RFQ or bid between any member of the village's professional staff and any member of the selection committee. The village manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the village manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the village manager with the village clerk and be included in any recommendation memorandum submitted by the village manager to the village council.

Notwithstanding the foregoing, the cone of silence shall not apply to:

- a. Communications with the village attorney and his or her staff;
- b. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the village manager makes his or her written recommendation;
- c. Any emergency procurement of goods or services;
- d. Communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) *Procedure.*

- a. A cone of silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the cone of silence, the village manager or his or her designee shall provide for public notice of the cone of silence. The village manager shall issue a written notice to the affected departments, file a copy of the notice with the village clerk, with a copy to the mayor and each village council member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this article. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member

of the village's professional staff including, but not limited to, the village manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The cone of silence shall terminate at the time the village manager makes his or her written recommendation to the village council; provided, however, that if the village council refers the village manager's recommendation back to the village manager or staff for further review, the cone of silence shall be re-imposed until the time as the village manager makes a subsequent written recommendation.

(3) *Exceptions.* The provisions of this article shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the village council during any duly noticed public meeting or communications in writing at any time with any village employee, official or member of the village council unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the village clerk. The village clerk shall make copies available to any person upon request.

(4) *Penalties.* In addition to the penalties provided in this chapter and Miami-Dade County Code Sections 2-11.1(s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. A violation of section 2-155 may render the public hearing item voidable and a \$500.00 penalty to the applicant. The village council shall hold an evidentiary hearing to determine whether a violation of section 2-155 has taken place, whether a penalty shall issue, and/or whether the public hearing item should be voided. Any person who violates a provision of this article shall be prohibited from serving on a village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this article by a village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this article shall report the violation to the State Attorney and, or, may file a complaint with the Miami-Dade County Commission on Ethics.

(5) Please contact the Village Attorney for the Village of Palmetto Bay as to any questions concerning "Cone of Silence" compliance.

1.05 Right of Rejection

The Village intends to award a contract to the consultant that demonstrates the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the RFQ when such action shall be considered in the best interest of the Village.

The Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary. The Village also reserves the right to approve all individuals and firms, if any, to be retained by Consultant.

1.06 Post Bid Information

(a) *Protest Procedures:* With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ISQ or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances. The notice of decision

to award an RFP, RFQ or bid will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or upon the issuance of the Village Manager's recommendation at least five (5) days prior to the award. Any person who is adversely affected by the Village's decision shall file with the Village a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

(b) Cancellation: Failure on the part of the artist to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award or a determination of non-responsiveness under 2-17(k).

(c) Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village Department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the Artist, which shall be binding on both parties.

1.07 Questions

All requests for information and/or clarification should be submitted in writing to:

Kristy Bada, Procurement Specialist
Village of Palmetto Bay
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: KBada@palmettobay-fl.gov

Questions regarding this RFQ must be submitted no later than 5:00 p.m. EST on TBA. All responses to questions will be shared with the other Consultants registered as interested in the project.

1.08 Addenda

If the Village finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Village will issue written addenda/addendum and distribute it to all persons attending the Meeting. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement and providing it with their Response.

1.09 Presentation Costs

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, subsequent inquiries or presentations relating to its response.

1.10 Certification

The signer of the Response (to this RFQ) must declare by signing Appendices A, B & C that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the

signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

1.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

2.0 Project Information

2.01 Project Description

The Village of Palmetto Bay requests qualifications from consultants/firms with expertise to develop a city-wide, community driven, multi-year strategic plan. The desired outcome will be a document that provides a snapshot of the community, identifies issues to be addressed, and lays out a clear set of goals and action steps necessary to carry out and implement the strategic plan in the short (1-5 years), medium (5-10 years), and long term (10-20 years) with specific performance measures. A thorough analysis and extensive community and stakeholder input/survey will also need to be conducted as part of the process. The intent of this effort is to thoroughly engage all facets of the community through extensive and thoughtful community input. This plan is not intended to be an internally driven process but a detailed presentation of the issues and challenges the Village is facing and a celebration of its successes and strengths from the community's perspective. The overarching intent of the plan is to arrive at a set of action steps based on the priorities of the Village of Palmetto Bay regarding a variety of important topics. This project is to be completed transparently with extensive involvement of the community. It is anticipated that the strategic plan will take place over the course of six months.

2.02 Scope of Services

The chosen consultant/firm will work directly with the Village Administrator and key Village staff to present a detailed strategic plan to the Mayor and Village Council, and the community. The goals of the project include development of a Village Vision Statement, Mission Statement, Core Values, and Village wide goals and objectives. It is also critical that the plan help to identify significant issues of importance and challenges, major strategic initiatives, and measurable targets and actions to achieve the Village and community's objectives. At a minimum, this includes the following:

- Develop a detailed scope and plan process;
- Develop a community vision;
 - Vision and Mission Statement;
 - Review/Refinement of Core Values;
 - Goals and Objectives;
- Prepare a community assessment and snapshot;

- Hold an extensive and intensive series of interviews, input sessions to gather important information from the Village Committees, the community, its stakeholders and decision makers;
- Conduct meetings with various Village department heads, line staff, administration, and members of Village committees and the council to assess the current issues, services, conditions, in the city and community;
- Conduct a detailed analysis (you will be asked to clearly define your analysis methodology) of the Village and community issues, services, conditions, etc;
- Outline specific, measurable goals and objectives with a clear timeline and action plan;
- Outline a clear plan for communicating outcomes, goals, objectives and action steps as part of the effort;
- Identify and suggest a plan for implementation and follow-up of the plan as ultimately adopted;
- Provide Village departments, administration, and elected officials with a hard copy and digital strategic planning document for wide distribution, including an internet-ready version in PDF format for publication on the Village website.

2.02 Background

The Village of Palmetto Bay, Florida is an incorporated Village in Miami-Dade County, Florida. The Village incorporated on September 10, 2002, taking the territory formerly held by the Cutler and East Perrine census-designated places. The Village provides high-quality government services to its residents. The Village is home to the Old Burger King headquarters and the Deering Estate. The Village is approximately nine (9) square miles with approximately 118 centerline miles of streets with an estimated population of 24,000. It is bordered by the Village of Pinecrest on the north, and the Town of Cutler Bay on the south, Biscayne Bay and Biscayne National Park on the east and Unincorporated Miami-Dade County on the west. The Village of Palmetto Bay is a suburban community located 30 minutes south of downtown Miami.

For more information

For more information, see:

- Village of Palmetto Bay
<http://www.palmettobay-fl.gov>

3.0 Submittal Requirements

3.01 How to Apply

Each consultant shall submit one (1) original and five (5) bound photocopies of each Response and one (1) electronic copy on a CD or flash drive. No material other than that listed in this Section shall be included in the Response. At a minimum, the statement of qualification/proposal shall include the following:

- Letter of intent – No more than two typed pages (one page equals one side of an 8 ½" X 11" sheet of paper)
- Table of contents identifying the sections and page numbers
- Statement of project understanding/general scope of project
- Qualifications of key individuals and firms involved in the project team (if applicable), including resumes, representative projects/case studies and references

- Description of process including data and information gathering/assessment methodology, project elements and steps, etc.
- General estimate of overall project cost
- Proposed project elements and timeline
- Any other information which the consultant/firm believes would aid the Village in understanding the consultant/firm's qualifications to perform the requested services
- Executed Appendices

Failure to comply with submission requirements will result in the disqualification of the application.

3.02 Submission Deadline

Consultants interested in being considered should submit materials to be received in our office. **All sealed qualification packages must be received at the receptionist's desk at the Village of Palmetto Bay Municipal Center no later than 3:00 p.m. EST on TBA.** Official time will be measured by the time stamp of the Village Clerks Office. Late submittals will not be considered. Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Meighan J. Alexander, Village Clerk
Attn: RFQ 1314-07-002
Professional Consulting Services
Multi-Year Strategic Plan Development
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

3.03 Selection Process and Criteria

The selection committee will evaluate the Responses based on the criteria listed below. The points assigned to each criterion are also given:

1. Completeness of submittal based on minimum requirements
2. Level of experience with similar projects
3. Creativity of approach to project and methodology for gathering public and stakeholder input
4. Proof of experience with effective public and stakeholder involvement and input management
5. Quality of presentation of materials
6. References
7. Creativity of approach to project and methodology for gathering public and stakeholder input
8. Proof of experience with effective public and stakeholder involvement and input management
9. Quality of presentation of materials
10. References

3.04 Short-List for Oral Presentations and Final Selection

The five (5) highest ranking proposals will be short listed and invited to an oral presentation. All Prime Consultants and sub consultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 20% in the final selection (and the Response will be worth 80%)

4.0 Other Conditions

4.01 Term of Engagement

An agreement is contemplated for a period of six (6) months. The Village or the Consultant may terminate the agreement with thirty (30)-days' notice without giving any reason.

4.02 Permits, Taxes, Licenses

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.03 Laws, Ordinances

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

4.04 Insurance

Prior to execution of an agreement with the Village, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement.

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

4.05 Negotiations

Fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

- A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.
- C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Consultant that has submitted the attached
Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of:

By: _____

_____ (Printed Name)

_____ (Title)

Continued on the following page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 __, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

APPENDIX C

**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By: _____

_____ (Printed Name)

_____ (Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 __, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.