



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES: RFQ#: 2013-PW-100
INFORMATION FOR THE PROPOSERS**

1.0 INTRODUCTION

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, wants to engage qualified firms or teams of firms (the Consultants) to obtain Professional Consulting Services in the following disciplines: Architecture, Landscape Architecture, Civil Engineering/Surveying, Mechanical Engineering, Electrical Engineering, Structural Engineering, General Planning Services and Transportation Planning and Engineering. Qualifications are accepted for other services including but not limited to Geotechnical Engineering/Testing and Construction Management.

The Village intends to execute an agreement with selected Consultants to provide on a rotating as needed basis Professional Consulting Services. The Consultants will provide these Services on a non-exclusive basis. The Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

1.1 PURPOSE

The purpose of this document is to provide information on the Services needed by the Village, requirements and guidelines for submitting Response to this RFQ (the Response or the Qualifications package), Consultant selection process and the schedule.

1.2 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	2/4/13	N/A
2	Mandatory Pre-RFQ-Response Meeting	2/25/13	10:00 AM
3	Deadline to Submit Questions	3/4/13	5:00 PM
4	Deadline for Village Responses to Questions	3/8/13	5:00 PM
5	Deadline to Submit RFQ-Response	3/15/13	3:00 PM
6	Announcement of short-listed Consultants	3/25/13	5:00 PM
7	Oral presentations	4/10-4/12/13	TBA
8	Announcement of selected Consultants/ Cone of silence ends	5/6/13	7:00 PM

*The Village reserves the right to change the scheduled dates and time.

1.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided within the past three years services similar to those in Section 2.2 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.

1.4 MANDATORY PRE-RFQ-RESPONSE MEETING

The Village will conduct a Pre-RFQ-Response Meeting (the Meeting) on February 25, 2013 at 10:00 AM Eastern Standard Time (EST) at the following address:

Edward and Arlene Feller Community Center
At Ludovici Park
17641 Old Cutler Road
Palmetto Bay, FL 33157

ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a Prime Consultant to attend and/or be represented at the Meeting shall result in its Response being deemed non-responsive, if submitted. Each attendee shall identify specifically only one firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days notice prior to the date of the Meeting by calling the Village at (305) 969-5011.

The purpose of the Meeting is to provide an open forum for the Village to review this document and respond to questions regarding this RFQ. The Consultants are encouraged to submit their questions in writing at least two (2) days before the Meeting. Questions arising before and after the Meeting will be addressed per the schedule given in Section 1.2 of this document. For submission of questions, please refer to Section 1.9 of this RFQ.

The Village will not be bound by any information conveyed verbally. The Village will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ. Addenda will only be provided to Mandatory Pre-RFQ Response meeting attendees.

1.5 CONE OF SILENCE

COMMUNICATIONS BETWEEN ANY PROPOSER OR ITS REPRESENTATIVES AND ANY VILLAGE COUNCIL MEMBER, VILLAGE OFFICIALS, STAFF, AND CONSULTANTS; AND/OR TECHNICAL EVALUATION COMMITTEE MEMBERS ON

THE SUBJECT OF THIS RFQ ARE STRICTLY PROHIBITED FROM THE DATE AND TIME OF THE ADVERTISEMENT THROUGH THE DATE OF SELECTION ANNOUNCEMENT (See Section 1.2 for the time and dates), with the exception of the following conditions.

- A. Written requests regarding information or clarification in reference to this RFQ must be submitted within the timeframe identified in #3 of Section 1.2 and should be sent to the attention of:

Kristy Bada, Administrative Assistant
Public Works Department
9495 SW 180th Street
Palmetto Bay, Florida 33157
Fax: 305-969-5091
kbada@palmettobay-fl.gov

- B. Any official recorded communication during the mandatory Meeting (see Section 1.4).

1.6 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 after the Meeting and distribute it to all persons attending the Meeting. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.7 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.

1.8 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing Appendices A and B 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.

1.9 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.

1.10 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.

1.11 QUESTIONS AND CLARIFICATIONS:

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

Kristy Bada, Administrative Assistant
Village of Palmetto Bay
Public Works Department
9495 SW 180th Street
Palmetto Bay, Florida 33157
Fax: 305-969-5091
Email: kbada@palmettobay-fl.gov

1.12 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered (See Section 1.2 for the time and dates).

2.0 SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

Pursuant to Chapter 287.055, Florida Statutes, the Village intends to retain consultants to provide professional services in the Service Areas identified in Section 1.0 and described further in the Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants in each Service Area.

While pursuing this RFQ process, the Village reserves the right to award contracts to Consultants who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to

investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The Village also reserves the right to waive minor variations or irregularities in the Responses.

2.2 SCOPE OF SERVICES

The Consultants can expect to provide services including, but not limited to the tasks identified below:

2.2.1 Architecture

Planning and design of building renovations and/or alterations; design according to general principles of the Leadership in Energy & Environmental Design(LEED) Green Building Rating System; park design; park systems master planning; design/build bid process, historic preservation, environment friendly facility design, specifications preparation and construction documents; space planning and reconfiguration; cost estimating; construction/structural planning; construction inspection and architectural construction management; and review of developers' plans for the Village, and Geographical Information System (GIS) support.

2.2.2 Landscape Architecture

Landscape design; updating of park facility master plan; phase design of park and recreational facilities within the framework of existing master plan, streetscape plan/design and analysis, bicycle and pedestrian path design; turf and urban interface; integration of parks, canopy design and preservation, tree risk and hazard assessment, environmental analysis, landscaped and open spaces and recreational facilities with the Village's residential and commercial districts and GIS support.

2.2.3 General Civil Engineering

Roadway, parking lots, parking spaces and intersection design; storm water facility design and management, preparation of construction documents and specifications, cost estimating; engineering construction management and inspections, geotechnical analysis, and GIS support.

2.2.4 Transportation Planning and Engineering Services

Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, bicycle and pedestrian paths and integrated mobility options; traffic calming; collection of traffic counts and reports; preparation of construction documents and specifications; signal timing analysis and warrant studies; signs and pavement markings and GIS support.

2.2.5 General Planning Services

Planning studies, comprehensive plan amendment, evaluator and appraisal report, school planning, strategic planning, Green House Gas (GHG) Inventory, climate action plan, neighborhood planning, community planning and public participation, historic and cultural resources planning, economic development analysis and plan, land use analysis and plan, infrastructure and community facility analysis plan, natural resources analysis and protection plan, and implementation strategic and capital improvement planning.

2.2.6 Electrical Engineering

The upgrades and replacement of major equipment and distribution components of mechanical, electrical and plumbing systems; installation of building lighting, equipment and environmental control systems; installation of life safety systems including new fire alarm and fire sprinkler systems, a smoke evacuation system, emergency generator, and emergency command center; structural upgrades; landscape and paving improvements; restroom and concession improvements and new sports flooring.

2.2.7 Structural Engineering

Design structures to range from houses, concession stands, garages, sports complex, and recreation centers. Analyze existing structures to range from buildings, bridges and other structures to determine whether or not they are structurally sound, examine buildings design of new structures, stress calculations, preparation of construction drawings, simulate and model possible situations, cost estimates, construction oversight and/or construction contract management.

3.0 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as subconsultants. A Prime Consultant shall submit only one Response for each Service Area and a separate Response is required for each Service Area, identified in Section 1.0.

A Prime Consultant shall not be a part of any other team as a subconsultant in the same Service Area. Subconsultants can join any number of Prime consultants submitting a Response to this RFQ.

Ten signed (one original and nine photo copies) Responses for each Service Area shall be submitted in one sealed package, clearly marked on the outside "RFQ 2013-PW-100, PROFESSIONAL SERVICES: The Name of the Service Area". The outside of the sealed envelope shall also show the name of the Prime Consultant and those of the subconsultants, if any.

All sealed Qualification packages must be received at the receptionist's desk in the Village Hall located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157 by 3:00 p.m. on March 15, 2013, at which time their receipt will be publicly documented by the Village Clerk or his/her designee(s).

All Responses must be received by the Village Clerk by the due date and time. All Responses received after the due date and time will be returned to the proposer unopened.

3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one (1) original and nine (9) bound photocopies of each Response. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty (20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A **one-page** cover letter indicating the Consultants' interest in providing the services to the Village and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page**, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **one-page** history of all the consultant(s).
5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant.
6. **Up to two (2) pages,** a table showing all current and recently completed (after December 20, 2007) private and public (local municipal, county, regional, state and federal) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes subconsultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.
7. **Up to a two (2) pages,** a narrative on projects completed on time and in budget after (December 20, 2005).
8. **Up to five (5) pages,** a description of projects providing services similar to those identified in the scope of services over the last five years. The emphasis shall be given to the projects in Florida AND the tasks performed by the four persons identified in the Response.
9. **Up to three (3) pages,** copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the four persons identified in the Response.
10. **Six (6) pages,** completed Appendices A, B and C.
11. Proofs of authorization to transact business in the State of Florida from the Florida Secretary of State, prime as well as sub-consulting firms.

3.2 RESPONSE EVALUATION CRITERIA

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

1. Compliance with the Response preparation and submission requirements (5)
2. Credentials and accomplishments of the Consultant in general (10)
3. Credentials and accomplishments of the Consultant Project Manager (15)
4. Credentials and accomplishments of the other (up to 3) members (25)
5. Quality of the projects and accomplishments of the Consultant(s) in providing these services to entities comparable to the Village (20)
6. Consultant's track record of on time and within budget project performance (20)
7. Commitment of the Consultant to inclusion and diversity (5).

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The five (5) highest ranking proposals in each Service Area will be short listed and invited to an oral presentation. All Prime Consultants and subconsultants 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

4.1 TERM OF ENGAGEMENT

An agreement is contemplated for two (2) years, with the option to extend the contract for two (2) one-year terms. The Village or the Consultant may terminate the agreement with thirty (30)-days notice without giving any reason.

4.2 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.

4.3 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.

4.4 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.

4.5 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)

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.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath. or
o 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 Sates 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)

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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.)
o Personally known to me, or
o Produced identification:

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