VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael W. Davey, *Vice Mayor*
Theodore J. Holloway
Michael E. Kelly
Mayra P. Lindsay
Ed London
James S. Taintor

Village Manager
John C. Gilbert

DATE: August 26, 2014

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Request for Proposals for the Public Opinion/Needs Assessment Surveying Services

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to issue the attached Request for Proposals (RFP) for the public opinion/needs assessment surveying services.

The RFP has been amended in accordance with comments received after the document was provided at the July 1, 2014 Village Council meeting.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

88 West McIntyre Street • Suite 210 • Key Biscayne, Florida 33149 • (305) 365-5514 • Fax (305) 365-8936
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."
www.keybiscayne.fl.gov

REQUEST FOR PROPOSAL 2014-1

FOR

PUBLIC OPINION/

NEEDS ASSESSMENT SURVEYING SERVICES

VILLAGE OF KEY BISCAYNE

VILLAGE COUNCIL

Franklin H. Caplan, Mayor
Michael W. Davey, Vice Mayor
Theodore Holloway
Mayra P. Lindsay
Edward London
Michael E. Kelly
James S. Taintor

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.

OFFICE OF THE VILLAGE CLERK

Conchita H. Alvarez, MMC

ADMINISTRATION

John C. Gilbert, Village Manager
Todd Hofferberth, Parks and Recreation Director
Jud Kurlancheek, AICP, Building, Zoning, and Planning Director

REQUEST FOR PROPOSAL (RFP) #2014-1

FOR

PUBLIC OPINION/NEEDS ASSESSMENT SURVEYING SERVICES

INFORMATION FOR THE PROPOSERS

SECTION # 1

1.0 INTRODUCTION

The Village of Key Biscayne (the "Village"), a municipality located in Miami-Dade County, Florida, pursuant to the Village Code of Ordinances, hereby requests proposals for the selection of a firm (the "Consultant") to provide services (the "Services") to the Village for a public opinion/needs assessment survey.

The information used in this RFP will be used by the Village to make a determination regarding the Consultant. The Village intends to execute an agreement with the selected Consultant for providing the Services provided in this RFP.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP	9/2/14	2:00 PM
2	**Deadline to Submit RFP-Response**	**10/14/14**	**2:00 PM**
3	Public Presentations / Announcement of selected Consultant	TBA	TBA

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

1.2 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

In addition to other requirements stated in this document, to be eligible to respond to this RFP, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this exact order:

A. **Cover Page:** Each response submitted shall have a cover page entitled "Response to Village of Key Biscayne RFP 2014-1 for Public Opinion/Needs Assessment Surveying Services;"

B. **Table of Contents**;

C. **Letter of Intent**;

D. **Scope of Services**: Clearly describe the scope of services that is proposed. Include details of your approach and work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the Village.

E. **Firm's Qualifications:** A description of the firm, including the size, range of activities, etc. shall be provided. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of preparation of public opinion/needs assessment surveys will be brought to bear on the Services. Proposers should also provide sample formats/reports or copies of past work products.

F. **Fee Proposal:** Submit your signed, firm, fixed fee for the survey providing all services, materials, travel expenses (in accordance with the 2013 Florida Statute Title X, Chapter 112 regarding Per diem and travel expenses of public officers, employees, and authorized persons) etc., required for completion of Services in accordance with your technical proposal.

G. **Project Team:** Provide an Organizational Chart of the Project Team including key sub-consultants, if any. Provide a schedule of your personnel, as well as, the main personnel of key sub-consultants, who will be assigned and directly involved and responsible throughout the duration of the Services. Information shall include the names, title and resumes of all assigned personnel, including but not limited to:

Name, Title and Resume

Experience with similar projects (include the specific role of the individual employee on the project);

Description of tasks key personnel, including key sub-consultants, will perform;

Indicate relative involvement (based on number of hours per week) of each project Team member;

Indicate relative involvement of the prime Consultant and each key sub-consultant, if any;

H. **References:** Provide a list and description of similar projects satisfactorily performed within the past five (5) years. For each engagement listed, include the name, email

and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

I. **Insurance**: Consultant shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

I. **Financial Information:** Provide information regarding your firm's financial condition and type of ownership;

J. **Appendices:** Completed Appendices A, B and C; and

K. **Proof of Authorization:** Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms.

1.3 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. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.4 CERTIFICATION

The signer of the Response (to this RFP) 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.

1.5 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.

1.6 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.

1.7 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, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

1.8 LOBBYIST REGISTRATION

Proposers must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

1.9 PRESENTATION COSTS

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

END OF SECTION

SECTION # 2
SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

In an effort to closely align the Village's limited resources with the needs and desires of our residents, the Village wishes to conduct its third needs assessment survey. The first two surveys were conduct in 2002 and 2006. This customer input is a critical piece of the Strategic Planning process. These surveys have been the primary method used to determine key customer requirements, needs, and changing expectations.

The Village is seeking a survey conducted by an independent research company. The survey shall consist of in-depth interviews conducted with more than 500 residents to provide valuable, actionable feedback to the Village on what is important to its residents. The questions serve to gather statistically valid input from residents about their needs and the feasibility of implementing different desires within the community. This information is used to provide direction for future planning and action. The most recently completed surveys are attached to this RFP.

2.2 SCOPE OF SERVICES

The scope of services that the Village requests the Consultant to provide includes the following three components: (1) Survey Design; (2) Survey Administration; and (3) Presentation of Survey Results. **Please provide a separate breakdown of costs for each component**. Each of these components will be discussed in further detail below:

A. Survey Design

- Review survey questions from previous surveys and topics provided;
- Meet with Village staff and elected officials to discuss format and to insure questions will generate unbiased responses;
- Conduct the necessary focus groups with residents in the community to help identify the core issues to be included in the survey;
- Design the survey format, including the appropriate length and timeframe to complete the survey.
- Select a random sample of households to be surveyed and establish a database; and
- Test the survey instrument;

B. Survey Administration

- Administer the survey to insure a ninety-five (95%) percent confidence rating in the survey findings with a three point plus or minus variance;

- Complete a minimum of 500 surveys; and

- Conduct data entry and quality control review for all completed surveys along with complete printouts of the data

C. Presentation of Survey Results

- Complete a summary report with an executive summary, description of the methodology, charts, and tables including analysis and recommendations;

- Develop cross tabulations as required;

- Provide frequency tables for all responses;

- Make verbal presentation(s) to the Village Council; and

- Determine that changes in survey results or trends identified by different surveys are statistically valid.

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

SECTION # 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

12 signed (one (1) original, nine (9) bound copies, and two (2) unbound coppies) responses and one (1) CD shall be submitted in one sealed package, clearly marked on the outside "Response to Village of Key Biscayne RFP 2014-1 for Public Opinion/Needs Assessment Surveying Services." The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received by **2:00 p.m. on October 14, 2014** at the Village Clerk's Office located at:

Village Clerk
Attn: Public Opinion/Needs Assessment Surveying Services
RFP #2014-1
Conchita H. Alvarez, MMC
Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149
Phone: 305-365-5506
Fax: 305-365-8914
calvarez@keybiscayne.fl.gov

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 not be considered.

3.1 RESPONSE EVALUATION CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

	POINT RANGE
Scope of Services Proposed	0 - 25
Firm Qualifications	0 - 25
References	0 - 20
Cost	0 - 30
	100

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Village Council during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

3.2 PROCESS OF SELECTION

The Village Council shall evaluate the responses to the RFP and may require public presentations by respondents regarding their qualifications, approach to the project, and ability to furnish the required Services. After review, the Village Council shall select in order of preference firms deemed to be the most highly qualified to perform the required Services. The Village Council reserves the rights to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent.

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

SECTION # 4
OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

The terms of engagement are to be negotiated consistent with the proposal selected.

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.

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

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 RFP 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 of Key Biscayne 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, 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 STATUES, 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 KEY BISCAYNE, 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)

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.

END OF DOCUMENT