



VILLAGE OF KEY BISCAINE

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: May 27, 2014

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Request for Qualifications for the Multi-Purpose Civic Center Park at 530 Crandon Boulevard.

It is recommended that the Village Council review and revise, where necessary, the attached **DRAFT** Request for Qualifications (RFQ) for a Multi-Purpose Civic Center Park located at 530 Crandon Boulevard.

After additions or deletions to the **DRAFT** RFQ are approved, the Administration is seeking a motion to authorize the issuance of the RFQ for 530 Crandon Boulevard.

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



REQUEST FOR QUALIFICATIONS 2014-01

FOR THE DESIGN OF A

MULTI-PURPOSE CIVIC CENTER PARK

AT

530 CRANDON BOULEVARD

KEY BISCAYNE, FLORIDA



VILLAGE OF KEY BISCAIYNE

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 QUALIFICATIONS (RFQ) #2014-01

**FOR THE DESIGN OF A
MULTI-PURPOSE CIVIC CENTER PARK**

AT

530 CRANDON BOULEVARD

KEY BISCAWAYNE, FLORIDA

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 "Consultants' Competitive Negotiation Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of architecture, professional engineering, landscape architecture, or registered surveying and mapping, and as may be amended, hereby requests qualifications for the selection of a firm (the "Consultant") to provide professional services (the "Services") to the Village for the design of a multi-purpose Civic Center Park to be located at 530 Crandon Boulevard.

Florida law requires the Village to make a determination of a respondent's qualifications to perform the Services prior to engagement. The information used in this RFQ will be used by the Village to make this determination. The Village intends to execute an agreement with the selected Consultant for providing the Services provided in this RFQ.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ	June 9, 2014	TBA
2	Deadline to Submit RFQ-Response	July 7, 2014	1:30 P.M.
3	Public Presentations	TBA	TBA
4	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 RFQ, 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 RFQ 2014-01 for Multipurpose Civic Center Park-Professional Services;”
- B. Table of Contents;**
- C. Letter of Intent;**
- D. Graphic Presentation:** Provide a graphic presentation which represents your firm’s vision for the site. In the preparation of your work product, you are encouraged to:
 - i. Watch the April 15, 2014 “Park Uses for 530 Crandon Boulevard Workshop,” which can be viewed on the Village website; and
 - ii. Review previous planning studies for 530 Crandon Boulevard, which can be found on the Village’s website;
- E. Firm’s Experience:** The Consultant shall have five (5) years of continuous operation under the same name with professional licenses and insurance, qualifier for company name and type of licenses, official complaint history along with any disciplinary administrative action taken within the last five (5) years;
- F. Qualifications of Project Team:** The Project Team must have prior experience within the past ten (10) years with at least three (3) park projects including site improvements valued at a minimum construction cost of \$1,000,000;
- G. Principal in Charge’s Experience:** This individual must have a minimum of five (5) years’ experience in the planning, design, and construction administration of local government projects, and should have served as Principal in Charge on a minimum of three (3) previous urban park projects including both buildings and site improvements projects valued at a minimum construction cost of \$1,000,000;
- H. Project Manager’s Experience:** This individual must have a minimum of five (5) years’ experience in the planning, design, and construction administration services for local government projects, and should have served as Project Manager on a minimum of three (3) previous urban park projects including both buildings and site improvements projects valued at a minimum construction cost of \$1,000,000. This individual must be capable of speaking and making decisions on behalf of the Consultant.

- I. Insurance:** Consultant shall secure and maintain throughout the duration of this RFQ 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 RFQ 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.

- H. Project Team:** Provide an Organizational Chart of the Project Team including key sub-consultants. 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 Project. 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;

- I. Project Implementation Strategy:** Describe the Consultant's strategy for implementing the project;
- J. Computer Aided Design (CAD):** Provide acknowledgement that your firm will produce all work product using the latest version of AutoCAD; prior to and during construction CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings, and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal;
- K. Special Considerations:** Describe any special resources which your firm or your personnel assigned to the project may bring to the Project or in-house expertise in technical areas which will specifically benefit the project;
- L. Bid and Award Services:** Describe your firm's experience with providing bid and award services, including attending pre-bid conferences, assisting with the preparation of necessary addenda, attending the bid opening, assisting with the bid evaluation and recommendation of award by the Village, and providing "As-Bid" documents for use during construction;
- M. Construction Administration:** Describe your firm's construction administration processes and procedures. Include qualifications of personnel, field review format, contractor interface, etc. You should anticipate that your lead personnel assigned to this project will be at the project site as required during the entire construction period. You will be expected to provide qualified representatives at the project construction meetings as required during the entire construction period;
- N. Financial Information:** Provide information regarding your firm's financial condition and type of ownership;
- O. Appendices:** Completed Appendices A, B and C; and
- P. 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 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.

1.5 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 RFQ 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 RFQ, subsequent inquiries or presentations relating to its response.

END OF SECTION

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SECTION # 2

SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

On September 12, 1995, the Village adopted the Village's Comprehensive Master Plan (the "Master Plan"). This document set forth the concept of establishing a Civic Center in the heart of the Village. The first step in accomplishing this objective was the purchase in 1994 of a nine (9) acre parcel of land that is now known as the "Village Green." The Village then initiated an extensive planning effort which culminated in the purchase of properties on the north and south sides of McIntyre Street from Crandon Boulevard to Fernwood Road. This 3.97 acre Civic Center property is immediately adjacent to the Village Green

From 2002 through 2004, the Village constructed the Civic Center which comprises of Village Hall (Administrative Offices and Police Station), Fire Rescue Station and the Community Center. A north eastern portion of the Civic Center property was never developed. In 2002, the Village acquired property immediately east of this undeveloped property located at 530 Crandon Boulevard. The Village collectively refers to these properties as 530 Crandon Boulevard.

In 2005, the Village initiated the preparation of the Evaluation and Appraisal Report (EAR) which evaluated the progress the Village made in achieving all of the goals, objectives and policies, as set forth in the Master Plan, adopted in 1995. A finding brought forth by the EAR was the Village's deficiency of 3.32 acres of recreation and open space. In order to reduce this deficit, the Village Council in 2010 designated the use of 530 Crandon Boulevard as a "Park"; limited to passive recreation and open space uses.

Temporarily this property was used as a storage facility. In July 2010, the storage facility was relocated and the entire 22,797 sq. ft. parcel was sodded. In August 2013, a temporary Dog Park was established with designated areas for large and small dogs. On April 22, 2014, the Administration was directed to prepare the RFQ to solicit the services of a design professional to design a multi-purpose Park at 530 Crandon Boulevard. At that time, the Village Council identified that one (1) of the components of the park would include a "Dog Park" and the remaining portions will continue as a passive recreational open space area. In this RFQ, this park is referred to as the Civic Center Park.

2.2 CIVIC CENTER PARK VISION

Civic Center Park is the gateway to the Civic Center. As such, the use, appearance and design of this Park will form the first impression of the Civic Center and a lasting impression of the Village. The overall objective for the Civic Center Park is to achieve a creative and innovative design that produces a unique experience for our residents and visitors. The components of the Park should be selected and designed to attract a wide variety of people from all age groups.

The design of the Park and all of its components should be timeless and relate to surrounding functions of government and recreation and open space. Consideration should be given to day and evening functions, shade, mitigating sound from traffic on Crandon Boulevard, safety, and the ability of visitors in the Park to sit, view the surrounding activities in this urban environment, and still maintain a feeling of tranquility and the Village's passive island environment. A component of the Civic Center Park shall include a Dog Park, which should be fully intergraded into the design of the entire Park and compliment the other components of the facility. The design should be aesthetically integrated into the Civic Center while serving as a high end Park experience. It should embrace the vibrancy of the Civic Center, energy, and spirit of the Village which has been characterized as "laid back elegance."

It is anticipated that the cost of the Park will range from \$200,000 to \$1,000,000. This range is provided as a guideline for the submission of proposals. It should not be used as a budget. A proposal may be selected that costs less than the more expensive ones to develop. The Village is interested in the best design for the Park not the most expensive design.

2.2 SCOPE OF SERVICES

The selected design firm will be the "Prime Consultant" on the project and act as the "Architect of Record" should the Village Council wish to proceed with construction. If construction moves forward, the Prime Consultant will subcontract with all design consultants including, as required, but not limited to, architectural, structural, civil, mechanical, electrical, plumbing, fire protection, and lighting.

Should construction proceed, the selected firm will be responsible for developing a design, coordinating all aspects of design and providing complete contract documents for the project suitable for permitting, regulatory approval and competitive bidding. The selected firm will be required to perform bid and award construction administrative services for the project.

The Village Council will select a firm based upon your submission and qualifications. The work product will be a graphic presentation, including, but not limited to, a site plan, elevations, and a preliminary budget. Should the Village Council wish to move forward with construction, the Village will negotiate with your firm for design services that leads to a building permit and construction management services. The construction of the project will undergo a competitive bidding process.

END OF SECTION

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SECTION # 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

12 signed (one (1) original and five (5) bound copies) responses and one (1) CD shall be submitted in one sealed package, clearly marked on the outside "Response to Village of Key Biscayne RFQ 2014-01 for Multipurpose Civic Center Park- Professional Services." The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received by **1:30 p.m. on July 7, 2014** at the Village Clerk's Office located at:

Village Clerk
Attn:– Multipurpose Civic Center Park- Professional Services
RFQ #14-01
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

The Village Council will evaluate the responses based on the factors provided below:

- A. Ability of professional personnel and qualifications;
- B. Graphic presentation submitted;
- C. Whether the firm is a certified minority business enterprise;
- D. Past performance;
- E. Location; and
- F. Recent, current, and projected workloads of the firm.

3.2 PROCESS OF SELECTION

The Village Council shall evaluate the responses to the RFQ and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required Services. The Village Council shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required Services. The Village Council may request, accept, and consider proposals for the

compensation to be paid under the contract only during competitive negotiations discussed below.

3.3 PROCESS OF NEGOTIATION

The Village Council shall negotiate a contract with the most qualified firm for the Services at compensation which the Village Council determines is fair, competitive, and reasonable. In making such determination, the Village Council shall conduct a detailed analysis of the cost of the Services required in addition to considering the scope and complexity. Should the Village Council be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Village Council determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated.

The Village Council shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Village Council must terminate negotiations. The Village Council shall then undertake negotiations with the third most qualified firm.

Should the Village Council be unable to negotiate a satisfactory contract with any of the selected firms, the Village Council shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

Notwithstanding the foregoing, the Village maintains the right to reject all bids submitted if so desired.

END OF SECTION

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SECTION # 4
OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

The terms of engagement is to be negotiated.

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 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 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.)
- 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 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.

Appendix-C Page 1 of 3

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