

Attachment A



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

March 5, 2010

**RE: City of Key West Request for Qualifications (RFQ) #10-009
Carrying Capacity Traffic Study**

Dear Prospective Respondents to the Request for Qualifications (RFQ):

The City of Key West is seeking qualified firms to perform a Carrying Capacity Traffic Study. This Request for Qualifications (RFQ) contains the following information pertaining to the request:

1. One cover sheet which is one (1) page in length;
2. The Request for Qualifications which is thirteen (13) pages in length and which contains important information on deadlines, a mandatory pre-response meeting and response contents, as well as the following forms: Anti-Kickback Affidavit one (1) page in length; Public Entity Crimes Certification three (3) pages in length; Notice of Advertisement (1) page in length; and a Consultant Ranking Form (1) page in length.

Please review your response package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com immediately, to obtain copies of any missing document(s). At the time the proposal is submitted, the successful Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Respondents must attend a mandatory pre-response meeting. In addition, responses must contain the following complete (and certified, if applicable) documents:

1. A cover letter no more than two (2) pages in length
2. Responses to the RFQ including an information page, organization chart, methodology and approach, company information, personnel, qualifications, and references no more than 125 pages in length
3. Anti-Kickback Affidavit one (1) page in length for each firm involved in the response
4. Public Entity Crimes Certification three (3) pages in length
5. Notice of Advertisement one (1) page in length

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Please submit any questions regarding this RFQ in writing via electronic mail to Sue Snider, City of Key West Purchasing Agent, at ssnider@keywestcity.com . All answers will be prepared in writing and distributed via electronic mail to all attendees of the mandatory pre-response meeting.

Sincerely,

Sue Snider
Purchasing Agent

Xc: City Commissioners
Jim Scholl
Mark Finigan
Shawn Smith
Amy Kimball-Murley
Gary Bowman



COVER SHEET

SUBJECT: CITY OF KEY WEST
REQUEST FOR QUALIFICATIONS 10-009
CARRYING CAPACITY TRAFFIC STUDY

ISSUE DATE: March 5, 2010

**RESERVATIONS FOR
MANDATORY PRE-SUBMITTAL
CONFERENCE:**

March 19, 2010 via electronic mail to ssnider@keywestcity.com. Any person with ADA concerns should notify the city so that accessibility concerns for the tour can be assessed.

**MANDATORY
PRE-SUBMITTAL CONFERENCE:**

TUESDAY, MARCH 30, 2010, 9:00 AM
CITY HALL, ADA CONFERENCE ROOM
525 ANGELA STREET
KEY WEST, FLORIDA 33040

Note: The Pre-Submittal meeting will include a required tour of project areas and modal types. The prime respondent's proposed Project Manager must attend the pre-bid meeting.

MAIL OR DELIVER RESPONSES TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

RESPONSES DEADLINE DATE: APRIL 16, 2010 NO LATER THAN 3:30 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

**City of Key West Request for Qualifications 10-009
CARRYING CAPACITY TRAFFIC STUDY**

A. Introduction

The City of Key West is seeking a consultant to assess the capacity of city streets and related transportation infrastructure, particularly in historic Old Town, to support various modes of transportation with the particular goal of setting a specialized level of service for a variety of vehicles, which due to their size, speed, physical characteristics or use relative to Key West's transportation infrastructure could result in a greater impact than cars or bicycles to mobility and the quality of life of City residents. An assessment of background capacity and congestion on existing streets is expected to be part of the study.

B. Response Information

The evaluation of the RFQ will be based on a respondent's aptitude, experience and approach to tasks as identified herein by the City.

All respondents must attend a mandatory pre-submittal conference and attend the associated tour of the project area. The prime contractor's Project Manager must be in attendance at the mandatory pre-submittal conference and tour.

Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for responses submitted after the specified date and time.

Submission Details:

1. Submit to:

City Clerk
City of Key West
525 Angela Street
Key West, FL 33040

2. Date/Time:

April 16, 2010
3:30 PM

3. Identification of Responses:

Responses shall be submitted in a two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request For Qualifications # 10-009– Carrying Capacity Traffic Study”** the due date, and the respondent’s name.

Project Title: Carrying Capacity Traffic Study

Due Date:

Company:

C. Additional Information

Number of Copies:

Applicants shall submit one response marked “Original”, 10 (ten) copies marked “Copy”, and 10 CD-ROMS, each CD-ROM shall contain one PDF file each of the full response. All contents of a Proposer’s submittal shall remain the property of the City. Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request For Qualifications # 10-009– Carrying Capacity Traffic Study”**, the due date, and the respondent’s name.

Response Preparation Costs:

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant’s total responsibility.

Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer’s company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

Property of the City:

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (if applicable). Please note that the winning respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Insurance /Indemnification:

The Consultant shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the Consultant.

The Consultant shall maintain limits no less than those stated below:

1. **Worker’s Compensation** – Statutory, in compliance with the Compensation law of the State of Florida. The coverage must include Employer’s Liability with a limit of One Million (\$1,000,000) Dollars per each accident

2. **Commercial General Liability (CGL)** shall be in an amount acceptable to the City of Key West but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars annual aggregate. The City of Key West must be named as an Additional Insured. The coverage must include:
 - Commercial Form
 - Premises/Operations
 - Products/Completed Operations
 - Independent Consultants (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury

3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be “All Locations”

4. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

5. **Professional Liability/Errors & Omissions Insurance** with a minimum limit of One Million (\$1,000,000.00) Dollars.

If the contract is awarded, a full copy of this policy is to be provided at signing of contract. Coverage forms for this type of policy vary greatly from carrier to carrier thus making it important to review coverage and exclusions to insure proper coverage is being provided specific to the project.

6. **Scope of Insurance and Special Hazards**

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof is a minimum to provide adequate protection for the Consultant, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of the Consultant's insurance by the City of Key West shall not relieve or decrease the liability of the Consultant hereunder.

7. **Waiver of Subrogation**

The insurance required under Paragraphs 1, 2, 3, 4, and 5 hereof shall contain a "Waiver of Subrogation" provision whereas the Consultant insurer waives any claim against the City of Key West.

8. **Certificates of Insurance**

Certificates of Insurance shall be filed and maintained throughout the life of any resulting Agreement with the City Clerk evidencing the minimum limits of the insurance cited above. All policies shall provide that they may not be terminated or modified without the insurer providing the City of Key West at least thirty (30) days of advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance.

9. **Indemnification Agreement**

The following shall be made a provision of any resulting agreement:

Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising

out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Consultant shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Consultant to furnish, deliver and maintain such insurance as required above, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Consultant concerning indemnification.

Scope of Services:

The City of Key West is seeking a consultant to assess the capacity of city streets and related transportation infrastructure (such as sidewalks, bicycle paths and on-street parking, loading and transit stops), particularly in historic Old Town, to support various modes of transportation with the particular goal of setting a specialized level of service for vehicles, which due to their size, speed, physical characteristics or use relative to Key West's transportation infrastructure could result in a greater impact than cars or bicycles to mobility and the quality of life of City residents. The commercial use of such vehicle types are regulated by the City through permits, licenses, franchises or other types of authorizations and include sight seeing vehicles, vehicles for hire, bicycles and bicycle tours, electric cars, pedi-cabs and mopeds (motor scooters).

This is not expected to be a typical roadway capacity study, where vehicular trips relative to roadway characteristics alone determine capacity. Rather, this study is expected to address specialized vehicles and their impacts to roadways and adjacent land uses, including impacts associated with mobility, noise, and air quality. The study is expected to address volume of vehicles, circulation, conflicts between vehicular and non-vehicular traffic, and methods for reducing impacts of traffic in residential neighborhoods (including limitations on vehicular types and creation of parking/transit hubs). Cumulative impacts of regulated vehicles and non-regulated vehicles (such as cars, delivery trucks and buses), as well as pedestrians, will be analyzed as part of an overall congestion assessment. As such, background capacity and existing congestion at strategic points throughout the city will be assessed using existing traffic studies and other available information, where appropriate, or counts for roadways and a sampling of local streets when existing information is not available. Although proposers are encouraged to assess the extent of available information independently, the City also has a library of existing studies available for review upon request. The study will establish a method to determine capacity of roadways for these specialized vehicles which will in turn form the basis for future regulation and monitoring. A ten year planning period, beginning in 2010, will be addressed.

Due to the importance of these issues to the community, the study includes public workshops and meetings with the goal of informing the public at each key stage in the study and gathering public input on the proposed methodology and results. Public meetings shall be held in the evenings to maximize public input. Due to the uniqueness of the City and the proposed study, the selected consultant is expected to draft a practical methodology and craft appropriate and measurable capacity levels which will enable the study to be completed within a projected one year period.

The following general scope of work is associated with the project.

- A. Draft a study methodology and associated cost estimate and present to the City Commission;
- B. Conduct public workshops;
- C. Conduct study; and
- D. Present findings to public and City Commission.

The scope will be approached on a task by task basis.

Response Evaluation:

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of contents. The consultant's past performance on similar projects, approach and understanding of the project, experience of key personnel, and demonstrated community engagement experience, as these issues relate to the consultant or consultant team's aptitude in providing a Carrying Capacity Traffic Study will be the principal basis for evaluation.

Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting held by the end of the business day on May 14, 2010. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order. Each short-listed respondent will be required to make an approximately fifteen minute presentation to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract, including a detailed scope and fee, must be negotiated and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

Response Content:

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFQ. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than two pages
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.
5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer's capability to conduct the Carrying Capacity Traffic Study in a structured and efficient manner. At a minimum this should include: Project and project area understanding; approach (including alternative approaches) to establishing a level of service and pros and cons of each approach offered; a scope of services including tasks, deliverables and schedule; and a community engagement approach integrated as part of the technical scope of work.
6. *Personnel* – Resumes of the principals(s) assigned to the Carrying Capacity Traffic Study and staff personnel, and/or sub-consultants available to support the Carrying Capacity Traffic Study to be provided to the City.
7. *Qualifications* – Description of relevant experience for the prime contractor and each subcontractor connected with providing a Carrying Capacity Traffic Study or similar work. Experience of team members working successfully together on other similar projects.
8. *Representative Carrying Capacity Traffic Study Projects and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client's contact name and telephone number.
9. *References* - The Consultant shall provide three references of Carrying Capacity Traffic Studies or similar work which have been completed within the last seven years.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2010

NOTARY PUBLIC, State of Florida

My commission expires:

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
by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

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):

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 an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or 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 "conviction" as defined in Paragraph 287.133(1)(g), 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 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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 agent who are active in the

management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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 Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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 an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM

REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2010

NOTARY PUBLIC

My commission expires:

NOTICE OF ADVERTISEMENT – REQUEST FOR QUALIFICATIONS

NOTICE is hereby given to prospective proposers that responses will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3:30 p.m. April 16, 2010 for the “Request For Qualifications 10-009 – Carrying Capacity Traffic Study” in the Office of the City Clerk. Any responses received after the time announced will not be considered.

Scope of Services and Response Documents may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. One (1) original and ten (10) copies of the responses are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **“Request For Qualifications # 10-009– Carrying Capacity Traffic Study”** the due date, and the respondent’s name, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 525 ANGELA STREET
KEY WEST, FLORIDA 33040

At the time of the proposal, the successful Responder must show satisfactory documentation of state licenses (if applicable).

Any permit and/or license requirement and subsequent costs are located within the response documents. The successful Responder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the response in question. The City may reject responses: (1) for budgetary reasons, (2) if the responder misstates or conceals a material fact in its response, (3) if the response does not strictly conform to the law or is non-responsive to the response requirements, (4) if the response is conditional, or (5) if a change of circumstances occurs making the purpose of the response unnecessary, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any response.

Sue Snider, Purchasing Agent

CITY OF KEY WEST CONSULTANT RANKING FORM

Project Name: City of Key West Carrying Capacity Traffic Study

Project Number: RFQ 10-009

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on Similar Projects	30	
Approach and Understanding of Project	35	
Experience of Key Personnel	15	
Demonstrated Community Engagement Experience	10	
Sub-Total Points	90	

References	10	
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Total Points	100	
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