

REQUEST FOR PROPOSALS

**Key West Transit Department
Transit Development Plan
2014 Major Update**

City of Key West RFP #002-14



MAYOR: CRAIG CATES

COMMISSIONERS:

TERI JOHNSTON

CLAYTON LOPEZ

JIMMY WEEKLEY

MARK ROSSI

BILLY WARDLOW

TONY YANIZ

Prepared By:

**City of Key West
Transit Department**



THE CITY OF KEY WEST

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

January 20, 2014

**RE: City of Key West Request for Proposals (RFP) #002-14
Transit Development Plan (TDP) 2014 Major Update**

Dear Prospective Respondents to the Request for Proposals (RFP):

The City of Key West is seeking qualified firms to complete the 2014 Transit Development Plan Major Update. This Request for Proposals (RFP) contains the following information pertaining to the request:

1. One cover sheet which is one (1) page in length;
2. The Request for Proposals which is twenty (20) pages in length and which contains important information on deadlines, description of response content requirements, as well as the following forms: City of Key West Indemnification Form one (1) page in length; Anti-Kickback Affidavit one (1) page in length; Public Entity Crimes Certification two (2) pages in length; Local Vendor Certification one (1) page in length; Cone of Silence one (1) page in length and a copy of Section 2-773 three (3) pages in length; Domestic Partners Affidavit one (1) page 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.

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 RFP including an information page, organization chart, methodology and approach, scope and cost estimate, schedule, company information, personnel, qualifications, and references no more than 120 pages in length
3. City of Key West Indemnification Form one (1) page in length
3. Anti-Kickback Affidavit one (1) page in length for each firm involved in the response
4. Public Entity Crimes Certification two (2) pages in length
5. Local Vendor Certification one (1) page in length
6. Cone of Silence Affidavit one (1) page in length
7. Domestic Partner Affidavit one (1) page in length
8. Notice of Advertisement one (1) page in length

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Request for Proposals (RFP) #002-14

TDP 2014 Major Update

Please submit any questions regarding this RFP 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 bidders.

Sincerely,

Sue Snider
Purchasing Agent



COVER SHEET

SUBJECT: CITY OF KEY WEST
REQUEST FOR PROPOSALS 002-14
Transit Development Plan
2014 Major Update

ISSUE DATE: January 20, 2014

MAIL OR DELIVER RESPONSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVENUE
KEY WEST, FL 33040

RESPONSES DEADLINE DATE: February 19, 2014
NO LATER THAN 3:00 PM

CITY OF KEY WEST

Transit Development Plan 2014 Major Update

Key West Transit Department (KWT)



Key West Transit Making Connections



City of Key West Request for Proposals 002-14 Transit Development Plan 2014 Major Update

A. Introduction

The City of Key West Transit Department (KWT) is seeking a consultant to prepare the 2014 Transit Development Plan (TDP) Major Update FY 2014-2023. The last major update to the Transit Development Plan was adopted in 2010 for the Ten (10) Year TDP Update. The scope of services described herein is a general guide and is not intended to be a complete list of all work and materials necessary to complete the project or supply goods and services. The Scope of Services contains work tasks believed necessary for General Consulting Services for Transportation Planning, Design, Technical Studies, Organizational Efficiency Analysis, Safety/Security Planning and Geographic Information Systems that meets Key West Transit's needs.

The 2010-2019 TDP can be found on the Key West City website, Department of Transportation, Related Links, Key West Transit Development Plan 2010-2019 or click on the following link below:

<http://www.keywestcity.com/docs/transportation/20102019TDPFINALREPORT.pdf>

B. General Information

The Contractor shall provide services that involve expertise and technical skills in multi-modal transportation related services. Contractor is responsible for providing technical expertise, developing guidelines, procedures and manuals, and performing technical studies and analysis. General assignments may include, but are not limited to, Multimodal Transportation Planning, Transportation Engineering, Comprehensive Operations Analysis, Transit Visioning and Long Range Planning, Transit Development Updates, and other transit related services.

When requested by KWT's Director – Norman Whitaker or Project & Grants Manager - Carolyn Haia, the Contractor will work with and receive guidance from the appropriate KWT staff to develop the appropriate requirements, guidelines, and criteria for each project work order. The Contractor will then develop and submit to the KWT Project & Grants Manager, a final scope of work as they envision the specific project work order, the number of hours by discipline required to complete the work order, all other direct costs required, a list of deliverables to complete the work order, and a proposed schedule for approval.

C. Scope of Services

The contractor shall provide professional planning services required to prepare Key West Transit's Fiscal Year 2014-2023 Transit Development Plan (TDP) Major Update, as required by the Florida Administrative Code (FAC) Section 341.052: Rule 14-73.001 of the Florida Department of Transportation (FDOT), to remain eligible for State Block Grant Funds.

The Contractor will coordinate major update initiatives that include public involvement and outreach, working cooperatively with local transportation boards and organizations to evaluate the quality of existing services, and development of a ten (10) year program designed to implement transportation strategies that are based on the results of multiple analyses and tests performed by the Consultant.

The Contractor's activities shall include:

- Public Involvement and Outreach
- Produce a technical memorandum that includes multiple analyses of KWT's performance and situational appraisal of historical and current local, regional, and national transportation services.
- Provider's Mission and Goals
- Develop and Evaluate Alternative Courses of Action
- Formulate a Ten (10) Year Implementation Program
- Identify KWT transportation plan similar and unique features in comparison with local, regional, and national transportation plans

Task 1: Public Involvement and Outreach

The Transit Development Plan preparation process shall include opportunities for public involvement as outlined in the TDP public involvement plan, approved by the Department. The provider is authorized to establish time limits for receipts of comments. The TDP shall include a description of the process used and the public involvement activities undertaken. The Department, the regional workforce board and the local community shall be advised of all public meetings where the TDP is to be presented or discussed, and shall be given an opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and ten-year implementation program.

Task 2: Performance and Situational Appraisal

The Transit Development Plan is a strategic planning document and will include an appraisal of factors within and outside the provider that affects the provisions of transit service. The TDP rule requires that at a minimum the following factors be analyzed:

- The effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues, and technology on the transit system.
- An estimation of the community's demand for transit service using the planning tools provided by the Florida Department of Transportation, or a Department approved transit demand estimation technique with supporting demographic, land use, transportation, and transit data. The result of the transit demand estimation process shall be a ten-year projection of transit ridership.
- An assessment of the extent to which the land use and urban design patterns in the provider's service area support or hinder the efficient provision of transit service, including any efforts being undertaken by the provider or local land use authorities to foster a more transit – friendly operating environment.

Transit agencies do not have the ability to directly "plan" the community in which they operate, but they do have the ability to influence the way in which the community grows and changes throughout the years.

Task 3: Provider's Mission and Goals

The Transit Development Plan shall contain the provider's vision, mission, goals and objectives, taking into consideration the findings of the situation appraisal.

Task 4: Develop and Evaluate Alternative Courses of Action

The Transit Development Plan shall develop and evaluate alternative strategies and actions for achieving the provider's goals and objectives, including the benefits and costs of each alternative. Financial alternatives, including options for new or dedicated revenue sources, shall be examined.

Task 5: Ten-Year Implementation Program

The Transit Development shall identify policies and strategies for achieving the provider's goals and objectives and present a ten-year program for their implementation. The ten-year program shall include: maps indicating areas to be served and the type and level of service to be provided, a monitoring program to track performance measures, a ten-year financial plan listing operating and capital expenses, a capital acquisitions or construction schedule, and anticipated revenues by source. The implementation program shall include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.

Task 6: Relationship to Other Plans

The Transit Development Plan shall be consistent with the Florida Transportation Plan, the local government comprehensive plans, the transit's long-range transportation plan, and regional transportation goals and objectives. The TDP shall discuss the relationship between the ten-year implementation program and other local plans.

Solicitation Instruction & Response Information

Communications to Key West Transit

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, must be in writing and must be sent to Norman Whitaker, Transit Director, nwhitaker@keywestcity.com, or Carolyn Haia, Project & Grants Manager, chaia@keywestcity.com, Key West Transit, P.O Box 1078, Key West, FL 33040. Key West Transit will not respond to oral inquiries, and oral statements of any nature by KWT or any of its representatives may not be relied upon for any purpose whatsoever.

Requests for Clarification/Questions

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to KWT in writing twenty (20) days before the Response Deadline Date. Each question must identify the section number in this RFP for which clarification is being requested. KWT will respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses will be sent via email to all persons who have requested a copy of the RFP and furnished KWT with a correct email address. All such questions must be sent to the contact person listed above in the “Communications to Key West Transit” section.

Cone of Silence

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a “Cone of Silence”. A cone of silence shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit is attached.

Proposal Preparation

Each Proposal shall be made only on this RFP. Each Proposal must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. The outside of the envelope shall state the RFP number, title and due date. All blank spaces in the offer must be filled in and no changes shall be made in the wording.

Preparation Costs:

The costs of response preparation 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 RFP. 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 RFP will become the property of the City of Key West.

Submission of Proposals

Proposers must submit one (1) original and marked "Original", two (2) copies marked "Copy", and two (2) CD's or flash drives, each with one PDF file of the Full Request for Proposal, including items listed on the cover letter. The envelope containing the Proposals must be marked with the RFP number and title as set forth on the cover page of this RFP. All contents of a Proposer's submittal shall remain the property of the City.

Proposals should be submitted to the submittal address by the date and time listed below 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
3126 Flagler Avenue
Key West, FL 33040

2. **Date/Time:** February 19, 2014 by 3:00 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 Proposals # 002-14 / Transit Development Plan (TDP) 2014 Major Update**" the due date, and the respondent's name.

Project Title: Transit Development Plan (TDP) 2014 Major Update

Due Date: February 19, 2014

Company:

Response Information

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

Response Evaluation:

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. The consultant's past performance on similar projects, approach, cost estimate 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 Transit Development Plan (TDP) 2014 Major Update to the Ten (10) Year Transportation Plan 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. 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 may or may not 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 RFP. 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 Transit Development Plan (TDP) 2014 Major Update to the Ten (10) Year TDP Plan in a structured and efficient manner. At a minimum this should include: Project understanding; approach; a scope of services including tasks, deliverables and schedule; and a community engagement approach integrated as part of the technical scope of work.

Deliverables are as follows:

Deliverable and Schedules	Included in the RFP Submittals
Draft review of the RFP for comment by KWT staff and FDOT	June 1, 2014
Final TDP for Commission Agenda	August 19, 2014
Final TDP with Resolution to FDOT	August 22 - 27, 2014

6. *Cost*

A detailed cost estimate on a task by task basis with projections of man hours by labor category by task. Additionally, please provide a detailed cost breakdown for the travel required as well as any other cost required to support the preparation of a Transit Development Plan (TDP) 2014 Major Update. The City would enter into a lump sum agreement/contract for the preparation of the TDP.

7. *Personnel*

Resumes of the principals(s) assigned to the project and staff personnel, and/or sub-consultants available to support the proposed efforts.

8. *Qualifications*

Description of relevant experience for the prime contractor and each subcontractor connected with providing project work. Experience of team members working successfully together on other similar projects should be included.

9. *Representative Transit Development Plan 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. To include highlighting and demonstrating Community Engagement services.

10. *References*

The Consultant shall provide three references for Transit Development Planning work which have been completed within the last seven years.

License Requirements:

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

Insurance / Indemnity Language - DESIGN PROFESSIONAL

DESIGN PROFESSIONAL is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers’ Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **DESIGN PROFESSIONAL** shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability (if appl.)	\$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	\$_,000,000	Occurrence/Aggregate

DESIGN PROFESSIONAL shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as “Additional Insured” on all policies – excepting Professional Liability – on a **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at least

as broad as CG 2010 (11/85) or its equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. **DESIGN PROFESSIONAL** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **DESIGN PROFESSIONAL** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **DESIGN PROFESSIONAL** who is performing any labor, services, or material under the Contract. Further, **DESIGN PROFESSIONAL** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **DESIGN PROFESSIONAL's** Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. **DESIGN PROFESSIONAL** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

DESIGN PROFESSIONAL's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

DESIGN PROFESSIONAL will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **DESIGN PROFESSIONAL** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **DESIGN PROFESSIONAL**.

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the “indemnities”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the DESIGN PROFESSIONAL, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by the indemnities for indemnification shall be limited to the amount of DESIGN PROFESSIONAL’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the DESIGN PROFESSIONAL under Workers’ Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the DESIGN PROFESSIONAL or of any third party to whom DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

DESIGN PROFESSIONAL: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

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 _____, 20____

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
(name of individual)
first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__

NOTARY PUBLIC

My commission expires: _____

LOCAL VENDOR CERTIFICATION
Pursuant to City of Key West Code of Ordinances Section 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced _____ as identification.
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773

STATE OF _____)

: SS

COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publically noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-709.

By: _____

Sworn and subscribed before me this _____ day of _____ 20____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

NOTICE OF ADVERTISEMENT – REQUEST FOR PROPOSALS

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, 3126 Flagler Avenue, Key West, Florida 33040 until **3:00 p.m. on February 19, 2014** for the **“Request for Proposals #002-14 / Transit Development Plan (TDP) 2014 Major Update”** 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 two (2) 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 Proposals # 002-14 / Transit Development Plan (TDP) 2014 Major Update”**, the due date, and the respondent’s name, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 3126 FLAGLER AVENUE KEY
WEST, FLORIDA 33040

At the time of the proposal, the successful Contractor 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: Transit Development Plan (TDP) 2014 Major Update

Project Number: RFP 002-14

Firm _____

Date _____

Selection Criteria	Points Possible
Expertise, Experience & Qualifications of the Firm & Staff, Experience with Florida Government Agencies	35
Approach and Understanding of Project	30
Past performance and Reference Verification	15
Cost	20
Total Points	100