



**REQUEST FOR PROPOSALS 2015-01**  
**FOR A VILLAGEWIDE MOBILITY PLAN**





**VILLAGE OF KEY BISCAINE**

**VILLAGE COUNCIL**

Mayra P. Lindsay, Mayor  
Franklin H. Caplan, Vice Mayor  
Louis de la Cruz  
Theodore Holloway  
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  
Jud Kurlancheek, AICP, Building, Zoning, and Planning Director

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**REQUEST FOR PROPOSALS (RFP) #2015-0\_**

**FOR A VILLAGEWIDE MOBILITY PLAN**

**INFORMATION FOR THE PROPOSERS**

**SECTION # 1**

**1.0 INTRODUCTION**

The Village of Key Biscayne (the “Village”), a municipality located in Miami-Dade County, Florida, hereby requests proposals for the selection of a firm (the “Consultant”) to provide professional services (the “Services”) to the Village for a Villagewide mobility plan. The Services sought by this RFP do not include those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping. Therefore, the provisions of Section 287.055, Florida Statutes are not applicable to this RFP.

The information used in this RFP 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 RFP.

**1.1 SCHEDULE OF EVENTS**

<b>No.</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of RFP	Dec 18 , 2014	TBA
2	Deadline to Submit RFP-Response	Jan 26 , 2015	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 RFP, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this order:

- A. Cover Page:** Each response submitted shall have a cover page entitled “Response to Village of Key Biscayne RFP 2015-01 for a Villagewide mobility plan;”
- B. Table of Contents;**
- C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Consultant and the aspects of the proposal;
- D. 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;
- E. Qualifications of Project Team:** The Project Team must have prior experience within the past ten (10) years of preparing similar mobility plans;
- F. Principal in Charge’s Experience:** This individual must have a minimum of five (5) years’ experience in transportation planning and was the principal in charge of the preparation of at least one mobility plan;
- G. Project Manager’s Experience:** This individual must have a minimum of five (5) years’ experience in transportation planning and was the project manager of at least one mobility plan. This individual must be capable of speaking and making decisions on behalf of the Consultant.
- H. Fee Proposal:** Submit your signed, firm, fixed fee for providing all the Services, materials, travel expenses, etc., required for completion of the Services.
- I. Insurance:** Consultant shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant’s insurance and shall not contribute to the Consultant’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

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

- I. 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;

- J. Project Implementation Strategy:** Describe the Consultant's strategy for implementing the project including methods of obtaining public participation. The strategy must include the method and means of gathering information in a usable format for the Village to use to update the plan in the future;
- K. Computer Aided Design (CAD):** Provide acknowledgement that your firm will produce all work product using the latest version of AutoCAD. The Consultant agrees that any submitted work product will be the property of the Village upon submittal;
- L. 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;
- M. Financial Information:** Provide information regarding your firm's financial condition and type of ownership;

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

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

### **1.3 ADDENDA**

If the Village finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

### **1.4 CERTIFICATION**

The signer of the Response (to this RFP) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

### **1.5 PUBLIC RECORDS**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### **1.6 RETENTION OF RESPONSES**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

### **1.7 VILLAGE AUTHORITY**

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

### **1.8 LOBBYIST REGISTRATION**

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

**1.9 PRESENTATION COSTS**

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

**END OF SECTION**

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**SECTION # 2**  
**SERVICES NEEDED BY THE VILLAGE**

**2.1 GENERAL BACKGROUND**

The Village is an island located approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays.

The Village is the home to approximately 13,000 residents residing on 1.1 sq. miles. In terms of population, the residential density is very high. There are approximately 11,000 registered vehicles. Alternate means of transportation is the Miami-Dade County bus system with routes on Crandon Boulevard, Harbor Drive and W. Mashta forming a loop, bicycles and golf carts. Sidewalks are provided along Crandon Boulevard, through the Civic Center, Harbor Drive, W. Mashta and on some of the streets leading to the Key Biscayne K-8 Center (public school).

Construction activity throughout the Village is high with over 60 single family homes being built and countless renovations of apartments. Along with an increase in population, this construction activity brings trucks, service vehicles, and workers which adds to the congestion.

Anecdotal evidence strongly supports the determination that movement through and around the Village is becoming more difficult due to an increase in population and vehicles owned by our residents and by visitors. Additionally, Staff has observed that many units at Key Colony, Grand Bay and Ocean Club that were originally occupied on a seasonal or secondary basis have transitioned to full time occupancy with families. This observation also applies to single family homes. Lastly, new single family home construction increases the number of bedrooms from 3 to 4 to 6 resulting in an increase in population which in turn places demands on the transportation, educational and recreational resources of the Village.

**2.2 SCOPE OF SERVICES**

- A. The final delivered work product will be a comprehensive mobility plan that provides recommendations that maximizes public safety and the movement of vehicles, golf carts, bicycles, pedestrians, or any form of transportation through and within the Village from the Calusa Park/Causeway/Crandon Park Traffic Circle to Bill Baggs Cape Florida Recreation area from the beach to the Bay.
- B. Data collection and analysis shall include:

Transit plans by all levels of governments, the Village's Master Plan, Crandon Boulevard Master Plan, Sidewalk Master Plan, right-of-way data, public and private parking inventories and opportunities, Capital Improvement Plan, demographic and traffic statistics and projections, public transportation system, bike routes, and golf cart accessibility.

C. To the extent needed to prepare the mobility plan, traffic count data will include:

Rickenbacker Causeway @

- Toll booth
- Bear Cut Bridge
- Golf Course
- Tennis Center
- Calusa Park

Crandon Blvd @

- Harbor Dr. / Ocean Lane Dr.
- Sonesta Dr.
- East Heather Dr.
- Grand Bay Dr.
- W. McIntyre St
- Galen Dr.
- Enid Dr. / Sunrise Dr.
- W Wood Dr. / E Wood Dr.
- W Mashta Dr. / E Mashta Dr.
- Bill Baggs Park Entrance

Harbor Dr. @

- Crandon Blvd
- W Heather Dr.
- W McIntyre Dr.
- W Wood Dr.
- W Mashta Dr.

Woodcrest Rd. @

- Crandon Blvd
- W Heather Dr.
- W McIntyre Dr.
- W Wood Dr.
- W Mashta Dr.

Fernwood Rd. @

- Crandon Blvd
- W Heather Dr.
- W McIntyre Dr.
- W Wood Dr.
- W Mashta Dr.

D. Roadway data and analysis for Crandon Boulevard, Harbor Dr., W. Mashta Dr. and Ocean Lane Drive shall include:

- Road width
- Right of way
- Number of Lanes
- Existence of a Median
- Road Jurisdiction
- Functional Classification
- Number of Traffic Signals
- Segment Length
- Signals per Mile
- Speed Limit
- Roadway Class
- Existing Level of Service Standard
- Service Volume at Adopted Standard
- Average Annual Daily Traffic
- Peak Hour Volume
- Existing Level of Service
- Remaining Capacity
- Projected MPO Growth Rate (from latest MPO LRTP Mode)
- Analysis of traffic signals along Crandon Boulevard

E. Bicycle, Pedestrian, and Golf Cart Level of Service data and standards

F. Public participation

G. Civic Center Parking Study: determine the number of parking spaces that are needed to meet the needs the existing buildings and the proposed park at 530 Crandon Boulevard and identify locations and strategies to provide additional parking facilities.

H. Capital Improvement Plan and Funding Strategies

- Specific recommendations shall be made for the Holiday Colony neighborhood, which is bounded by Crandon Boulevard, Sonesta Drive and E. Heather Drive.

**END OF SECTION**

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SECTION # 3**

## **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

1 (one) signed Letter of Intent and 11 bound copies of your qualifications and one (1) CD shall be submitted in one sealed package, clearly marked on the outside "Response to Village of Key Biscayne RFP 2014-0\_ for a Villagewide Mobility Plan." 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 January 26, 2015** at the Village Clerk's Office located at:

Village Clerk  
Attn:– Villagewide Mobility Plan  
RFP #15-01  
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](mailto: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. Past performance;
- C. Location;
- D. Familiarity with the unique, local conditions of the Village;
- E. Recent, current, and projected workloads of the firm;
- F. Price; and
- G. Suitability for the project.

### **3.2 PROCESS OF SELECTION**

The Village staff will review the proposals submitted to confirm that the minimum requirements of Section 1.2 of this RFP have been met. Those proposals that have met the minimum requirements will be forwarded to the Village Council. The Village Council shall evaluate such proposals and may require public presentations by Consultants regarding their proposals, approach to the project, and ability to furnish the required Services. The Village Council shall select the Consultant to perform the required Services. The Village Council reserves the right to reject any or all proposals, reject a proposal which is in any way

incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent.

**END OF SECTION**

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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**

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**APPENDIX "A"**

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

**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)

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**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned

Notary Public of the State of Florida personally appeared

\_\_\_\_\_

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

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

**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 BISCAIYNE, 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.

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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 of 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:

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By:

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(Printed Name)

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(Title)

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**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

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

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**END OF DOCUMENT**