VILLAGE OF KEY BISCAYNE

Office of the Village Manager
MEMORANDUM

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

Village Manager
John C. Gilbert

DATE: October 14, 2014

TO: Honorable Mayor and Council Members

FROM: John C. Gilbert, Village Manager

RE: Villagewide Mobility Plan Request for Qualifications

RECOMMENDATION

It is recommended that the Council review the attached Villagewide Mobility Plan Request for Qualifications (RFQ) and authorize the Village Manager to issue the RFQ.

BACKGROUND

The attached document is a Request for Qualifications (RFQ) to solicit firms who wish to prepare a Mobility Plan for the Village. The work product will be a comprehensive plan that provides recommendations which maximizes public safety and the movement of vehicles, golf carts, bicycles, pedestrians or any form of transportation throughout the Village.

The RFQ was forwarded to Council last week for comments and they have been incorporated into the attached document. When the proposals are received, they will be reviewed by staff to determine if they meet the minimum qualifications. All of the qualified responses will be forwarded to the Council for review and selection.

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

REQUEST FOR QUALIFICATIONS 2015-01

FOR A VILLAGEWIDE MOBILITY PLAN

DRAFT

VILLAGE OF KEY BISCAYNE

VILLAGE COUNCIL

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

VILLAGE ATTORNEY

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

OFFICE OF THE VILLAGE CLERK

Conchita H. Alvarez, MMC

ADMINISTRATION

John C. Gilbert, Village Manager
Jud Kurlancheek, AICP, Building, Zoning, and Planning Director

DRAFT

REQUEST FOR QUALIFICATIONS (RFQ) #2014-02

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, pursuant to the "Consultants' Competitive Negotiation Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of architecture, professional engineering, landscape architecture, or registered surveying and mapping, and as may be amended, hereby requests qualifications for the selection of a firm (the "Consultant") to provide professional services (the "Services") to the Village for a Villagewide mobility plan.

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

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ	Oct 20, 2014	TBA
2	**Deadline to Submit RFQ-Response**	**Dec 1, 2014**	**1:30 P.M.**
3	Public Presentations	TBA	TBA
4	Announcement of selected Consultant	TBA	TBA

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

1.2 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

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

A. **Cover Page:** Each response submitted shall have a cover page entitled "Response to Village of Key Biscayne RFQ 2014-02 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 the 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. **Insurance**: Consultant shall secure and maintain throughout the duration of this RFQ and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

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

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

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

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

1.5 PUBLIC RECORDS

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

1.6 RETENTION OF RESPONSES

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

1.7 VILLAGE AUTHORITY

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

1.8 LOBBYIST REGISTRATION

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

1.9 PRESENTATION COSTS

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

END OF SECTION

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SECTION # 2
SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

The Village is an island located approximately six (6) miles into Biscayne Bay and connected to the mainland via a causeway. Crandon Boulevard, a four lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard on the west side. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, 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 to the South. 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.

Sidewalks are located on all streets on the east side of Crandon Boulevard. Towards the west, sidewalks are located on the main streets and one street that leads to elementary and middle school (K-8). On street parking is extremely limited. The Civic Center was originally planned to have a 90 space garage but it was never built. With limited on street parking, the Civic Center experiences a parking shortage in the mornings and late afternoons.

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.

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/Crandon Boulevard Traffic Circle to Bill Baggs Cape Florida Recreation Area and from the Atlantic Beach to the Biscayne 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.

K-8 Center
- McIntyre St at Village Green Way, Fernwood Rd., Glendridge Rd., Woodcrest Dr. and Ridgewood Rd.
- W. Enid Dr. at Village Green Way, Fernwood Rd. Glendridge Rd., Woodcrest Dr. and Ridgewood Rd.

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. Provide an analysis of the existing traffic calming devices, sidewalk network, and bicycle paths including improvements that would result in the Village qualifying for the Safe Routes to School Program.

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

G. For large construction projects, provide recommendations to mitigate traffic through residential neighborhoods during the construction process. Post construction, provide recommendations to mitigate the impact of service vehicles in residential neighborhoods.

H. Public participation

I. Capital Improvement Plan and Funding Strategies

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 RFQ 2014-02 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 December 1, 2014** at the Village Clerk's Office located at:

Village Clerk
Attn: Villagewide Mobility Plan
RFQ #14-02
Conchita H. Alvarez, MMC
Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149
Phone: 305-365-5506
Fax: 305-365-8914
calvarez@keybiscayne.fl.gov

All responses must be received by the Village Clerk by the due date and time. All Responses received after the due date and time will not be considered.

3.1 RESPONSE EVALUATION CRITERIA

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

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

3.2 PROCESS OF SELECTION

The Village Council shall evaluate the responses to the RFQ and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required Services. The Village Council shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required Services. Notwithstanding the foregoing, if less than three firms respond to the RFQ, the Village reserves the right to proceed with the selection process or reject all responses. The Village Council may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations discussed below.

3.3 PROCESS OF NEGOTIATION

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

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

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

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

END OF SECTION

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SECTION # 4
OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

The terms of engagement is to be negotiated.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.3 LAWS, ORDINANCES

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

END OF SECTION

DRAFT

[SPACE LEFT INTENTIONALLY BLANK]

DRAFT

APPENDIX "A"

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

APPENDIX "B"

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

_____ By: _____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of _____, 20__, before me, the undersigned

Notary Public of the State of Florida personally appeared

_____

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

WITNESS my hand
and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
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.

DRAFT

APPENDIX "C"

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF KEY BISCAYNE, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

    A. A predecessor or successor of a person convicted of a public entity crime; or

    B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence: _____

By:

_____
(Printed Name)

_____
(Title)

DRAFT

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.

DRAFT

END OF DOCUMENT