REQUEST FOR PROPOSALS

Key West Planning Department Bicycle and Pedestrian Master Transportation Plan

City of Key West RFP # 16-006

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SUBJECT: CITY OF KEY WEST
REQUEST FOR PROPOSALS # 16-006
BICYCLE AND PEDESTRIAN MASTER
TRANSPORTATION PLAN

ISSUE DATE: August 1, 2016

MAIL OR DELIVER RESPONSES TO:

City Clerk
City of Key West
3126 Flagler Avenue
Key West, Florida 33040

CLARIFICATION SUBMITTAL DEADLINE: . August 15, 2016 NO LATER THAN noon.

RESPONSES DEADLINE DATE: . August 31, 2016 NO LATER THAN 3pm

A. INTRODUCTION

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A.2 Purpose

This Request for Proposals (RFP) is designed to provide firms with the information necessary for the preparation of competitive responses. The RFP process is for the City's benefit and is intended to provide the City with comparative information to assist in the selection process. This RFP is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each firm is responsible for determining all factors necessary for submission of a comprehensive response.

The Consultant who is chosen shall provide services that involve expertise in bicycle, pedestrian and multi-modal transportation planning and engineering. The consultant will be responsible for providing a Bicycle and Pedestrian Master Transportation Plan, ready for approval by the City Commission by the end of one year.

A.3 Project Description

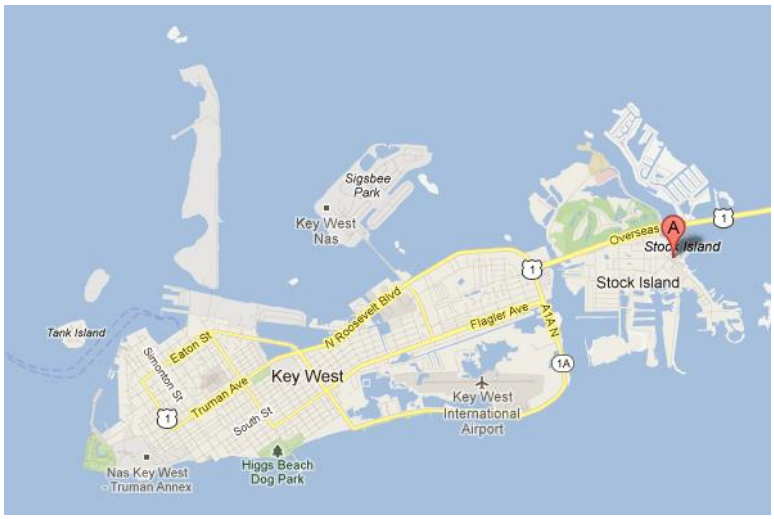
The City of Key West Planning Department is seeking a consultant to prepare a Bicycle and Pedestrian Master Transportation Plan (BPMTP). This is a first for the City. The Consultant will work closely with designated planning staff. The BPMTP shall be consistent with and facilitate the development of other existing and in progress master plans such as the City of Key West Strategic Plan, 2011; Key West Climate Action Plan, 2009; Open Space and Recreation Master Plan; Key West Comprehensive Plan, 2013; Monroe County Comprehensive Plan, 2010; and Key West Transit Development Plan, 2014. The key tasks are to achieve the following:

Task 1. Project Administration – Refining the Scope, Creating a Timeline and Agreeing on a Work Plan
Task 2. Public Engagement and Needs Assessment Plan
Task 3. Inventory – Existing Conditions Report
Task 4. Complete Streets Design Guide
Task 5. Bicycle and Pedestrian Network Plan(s)
Task 6. Engineering (Infrastructure) Plan

Task 7. Education, Encouragement, Enforcement and Evaluation Plan
Task 8. Multi-Modal Connectivity Plan
Task 9. Funding, Maintenance and Implementation Plan
Task 10. Ad Hoc Tasks
Task 11. Final Bicycle and Pedestrian Master Transportation Plan

1. **Project Area**

   The project area encompasses Key West, a 4-mile x 2-mile island beginning at Mile 0 and ending at Mile 4 and Stock Island, an approximately 2-mile x 1 mile island beginning at Mile 4 and ending at mile 6.



A.4 Requirements

On February 26, 2016 the City of Key West Commission approved a Local Agency Program (LAP) Agreement between the City of Key West and the Florida Department of Transportation (FDOT) in the amount of $250,000 for a Bicycle and Pedestrian Master Plan (FM438687-1). FDOT's Transportation Alternatives Program (TAP) grant program provides the funds. TAP funds are Federal dollars. As a result of using these funds the following State and Federal requirements must be adhered to:

1. **Pre-qualification**

   This project encompasses work on the State Highway System (SHS) and National Highway System (NHS). Professional Consultants are required to be prequalified by

the Florida Department of Transportation (FDOT) in the areas identified (Consultant shall be pre-qualified by FDOT in 13.3 Policy Planning, 13.4 Systems Planning, 13.5 Subarea/Corridor Planning, 13.6 Land Planning/Engineering) in the scope of work of the RFP. Submit a copy of the FDOT-issued pre-qualified letter in your proposal.

However, Professional Consultants who are not qualified at the time of RFP advertisement and are interested in getting qualified must file a completed *Request for Qualification Package for Professional Consultants Form 375-030-01* with FDOT on or before the deadline to submit proposals. Allow a minimum of 30 days for FDOT review keeping in mind that errors or omissions will add additional time to the qualification process. Please refer to Florida Administrative Code (F.A.C.) Chapter 14-75 for prequalification details.

2. Truth in Negotiation Certification

Pursuant to Section 287.055(5)(a), Florida Statutes, the Truth in Negotiations Certification, Form 375-030-30, is required for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount of $195,000 (F.S. 287.017 Category Four).

Form is in Appendix #1.

3. Conflict of Interest Certification

This project encompasses work on the State Highway System (SHS) and National Highway System (NHS). Each Professional Consultant submitting a proposal on a solicitation for professional services must submit a Conflict of Interest Certification Form 375-030-50. In addition, each individual participating in the selection process for professional services contracts must also submit Form 375-030-50. NOTE: The form is an interactive form and requires the use of the FDOT website to complete. Use the following link: http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp A SAMPLE of this form in in Appendix #2.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

Federally funded projects require a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form 375-030-32. This form is in Appendix #3.

5. **Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts**

   Federally funded projects require a Certification for Disclosure of Lobbying Activities Form 375-030-33. This form is in Appendix #4.

   Additionally, Form 375-030-34 Disclosure of Lobbying Activities (Standard Form LLL) must be submitted if there are lobbying activities to disclose. This form is in Appendix #5.

6. **Compliance with State and Federal Contracting Requirements**

   State Requirements:

   Local Preference Is Not Allowed. Pursuant to Local Agency Program Manual, Chapter 18 (18.4.3 Item C, Par ii), FDOT does not allow local preference. Section 2-798 of the City of Key West Code of Ordinances (Local business enterprise preference) does not apply.

   Tangible Assets. Any tangible assets must be identified in the contract agreement.

   Professional Liability Insurance. Per Section 337.106, Florida Statutes, any person or firm rendering professional services shall have and maintain during the period the services are rendered a professional liability insurance policy or policies with a company or companies authorized to do business in the state affording professional liability coverage for the professional services rendered, in an amount deemed sufficient by the City of Key West and FDOT. This form is in Exhibit B.

   E-Verify (Execute Order 11-116). Consultant:
   1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
   2. Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees

hired by the subcontractor during the contract term.

Public Entity Crimes. Pursuant to the requirements of Section 287.133, Florida Statutes, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all respondents shall submit a signed and notarized statement with their proposal on the form provided herein.

Drug Free Workplace Certification. Pursuant to the requirements of Section 287.087, Florida Statutes, pertaining to preferences to businesses with drug-free workplace programs, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivisions for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The order of award shall be determined in accordance with Rule 60A-1.011, Florida Administrative Code. The Drug-Free Workplace Certification Form 375-040-18 must be completed and submitted with the proposal to be eligible for this preference.

Prompt Payment. Pursuant to Section 218.74, Florida Statutes, the payment due date for a local government entity for the purchase of goods or services other than construction services is 45 days after the date specified in Section 218.73, Florida Statutes.

Public Records. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

Bid Opportunity Reporting. 49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT assisted project, *including both DBEs and non-DBEs*. For consulting companies this list must

include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project.

All consultants submitting proposals must complete the Bid Opportunity List, Form 275-030-10 (found in Appendix 13) for all subconsultants who contacted you and expressed an interest in teaming with you on this DOT-assisted project and submit this form with your proposal.

Disadvantaged Business Enterprise (DBE) Reporting. In addition to the provisions found in Form 375-040-84 Local Agency Program Federal-Aid Terms, DBE participation is not required and will not be used as an evaluation factor. The same applies to other program participations, such as Minority Business Enterprise (MBE) or Business Development Initiative (BDI).

As stated earlier, DBE participation is not required but is the policy of the City of Key West that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of work under this contract in a nondiscriminatory environment. The DBE requirements of applicable federal and state laws and regulations apply to this contract. The DBE reporting requirements apply to the awarded consultant with an executed contract with the City of Key West for any DBE participation that is utilized to perform work on this project.

The City and its consultants shall take all necessary and reasonable steps and agree to ensure that DBE's have the opportunity to participate in the performance of work under this contract in a nondiscriminatory environment.

FDOT currently has a race neutral DBE program with a 9.91% goal.

Link to DBE firms via the FDOT Equal Opportunity Office (EOO) website: http://www.dot.state.fl.us/equalopportunityoffice/moreresources.shtm.

The following shall be included in all subsequent contracts between the consultant and any subconsultant or contractor:

The consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR par 26 in the award and

administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as the recipient deems appropriate.

Federal Requirements:

Terms for Federal Aid Contracts. Provide FDOT Form #375-040-84. This form includes Title VI Non-Discrimination Contract Provisions, Appendices A and E, DBE and EEO contract provisions. This form is in Appendix #6.

Termination. This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the consultant. No further work will be performed by the consultant upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the consultant will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the City, reasonable expenses incurred during the close-out of the agreement. The City will not pay for anticipatory profits.

Evaluation. Chapter 14-75, Florida Administrative Code, requires a system to evaluate the performance of consultants on professional services contracts. The consultant's work performance for each advertised major work type must be evaluated by the project manager (PM). Contracts less than the Florida Statutes 287.017, Category Two threshold ($35,000), are exempt. Consultants may also be evaluated on minor types of work, if considered significant.

Evaluations of the consultant's performance are conducted in the areas of Schedule, Management, Quality, and Constructability (only for contracts that produce construction plans). The Schedule grade is based on the consultant's compliance with the contract schedule. The Management grade is based on the consultant's ability to manage all necessary project resources, including subs. The Quality grade is based on the consultant's attention to the established quality control plan and delivery of a quality product. The PM should assign a Quality rating to any qualified consultant named in the agreement for any major type of work performed, regardless of whether the firm is a prime or sub. Subconsultants may only receive a Quality evaluation. Evaluation is required at least once every 12 months during the contract period from the Notice to Proceed. All consultant evaluations are based on

a 5 (high) to 1 (low) rating scale, 5 representing "Outstanding" performance and 1 representing "Poor/Unacceptable" performance.

Records Retention. Retain records pertinent to the project for five (5) years and give access to such records to those associated with the grant (FHWA, OIG, FDOT, City of Key West, etc.) at any reasonable time.

Administrative, Contractual or Legal Remedies for Contracts greater than $150,000. Violation of any local, state, or federal law in the performance of this Contract shall constitute a material breach of this contract, which may result in the termination of this contract or other such remedy, as the City deems appropriate.

Florida Scrutinized Companies. Florida Scrutinized Companies are not allowed on federal-aid contracts. Pursuant to Section 287.135, Florida Statutes, a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

A.5 Timetable

RFP Advertised	August 1, 2016
Deadline for written questions	August 15, 2016
Due Date and Time for this RFP	August 31, 2016
Selection Committee Ranking	September 16, 2016
Award Recommendations	October 4, 2016

B. SCOPE OF WORK/SERVICES

Task 1 Project Administration - Refining the scope, and ongoing project management

B.1.A. Consultant shall be pre-qualified by FDOT in 13.3 Policy Planning, 13.4 Systems Planning, 13.5 Subarea/Corridor Planning, 13.6 Land Planning/Engineering.

B.1.B. Finalize Scope and Timeline

The consultant will, in consultation with a designated City Project Manager (CPM), the City's Bicycle/Pedestrian Coordinator, finalize any minor and non-substantive revisions to the Scope of Work and timeline.

B.1.C. As part of the final product, consideration should be provided at the beginning to film before and after conditions as well as filming progress and community meetings as a way of bringing the plan alive. A series of "Street Films – like" videos could be done throughout the process and/or one documentary type video at the end. Some these could also be used in Task 2.

B. 1.D. Ongoing Project Management:

- The consultant will monitor work progress, budget, facilitate communication, assign staff, oversee technical work and implement quality control.
- Provide as-needed project coordination conference calls and/or meetings between the consultant's project manager and the CPM.
- Provide invoices and progress reports monthly, complying with all FDOT rules and procedures.
- Prepare all meeting agendas and materials, distributing these to the City Project Manager at least 48 hours in advance.
- Provide note-taking at meetings.
- Provide a project website.
- Provide documents in MS Office and PDF formats.
- Create and maintain a database of stakeholders and participants.

Deliverable: Updated Scope of Work and Timeline

Task 2 – Public Engagement and Needs Assessment Plan and Implementation

Develop a Public Engagement and Needs Assessment Plan consisting of the type of public engagement that will be used and the timeline for setting these up. The intent of the public

engagement is to gather input, assess what the community needs are and build consensus around two broad areas:

- Vision, Goals and Strategies (i.e. what do we want to achieve with this plan?)
- Specifics steps for implementation using the traditional Five E's – Engineering, Education, Encouragement, Enforcement and Evaluation (i.e. how are we going to achieve it?)

The plan should include, but not be limited to:

- Community workshops in neighborhoods to engage residents and part-time residents
- Workshops with the business community, major hotels and employers.
- Workshops with bike shops, bike rental companies and bike touring companies.
- Outreach to tourists.
- Outreach to people who work, but don't live in the City.
- Outreach at existing events.
- A project website for information exchange, project awareness, collection of public input and for contacting the consultant team.
- Efforts will be equitable and engage participation by under-presented populations, including those working multiple jobs who find it difficult to attend meetings.
- Consideration should be given to surveys, intercepts and focus groups.
- Interviews with key stakeholders as identified with the City Project Manager including groups such as the City's Sustainability Advisory Board and Planning Commission, the TDC (Tourist Development Council) and others.
- Innovative and non-traditional outreach and public involvement is desired.

The Public Engagement Plan should include touchpoints throughout the process. Initially to gather input and later on to present and gain feedback and consensus on iterations of the plan.

The consultant team will be responsible for all technical aspects of engagement (website, graphics, programming, etc.). The City Project Manager will be responsible for scheduling and promotion of events.

In order to save time, this task may be completed concurrently with Task 1.

Deliverables:

A. Develop a Public Engagement Plan
B. Implementation of the Plan

Task 3 Inventory – Existing Conditions Report

The BPMTP is a strategic planning document and shall include an appraisal of factors within and outside that affects the city's ability to improve bicycling and walking conditions that will increase the numbers of bikers and walkers of all ages and abilities. At a minimum the following should be done:

1. Review relevant plans including the City's Comprehensive Plan (2013), Strategic Plan (2011), Climate Action Plan (2009), Open Space and Recreation Master Plan, Transit Development Plan (2014), Monroe County Comprehensive Plan (2010), the City's un-adopted Bicycle Master Plan (2010) and the City's adopted Bicycle and Pedestrian Strategic Plan (1996).
2. Review similar communities with high quality bicycle and pedestrian networks/plans and conduct a best practices exercise.
3. Collect and analyze all relevant demographic data via U.S. Census tools and other relevant sources.
4. Collect and analyze all relevant bicycle safety reports detailing bicycle and pedestrian related crashes.
5. Analyze the effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues and technology on the future of bicycling and walking.
6. Assess the extent to which the land use, demographic trends, employment and journey to work trends, urban design patterns in the project area support or hinder the efforts to get more people bicycling and walking.
7. Assess the extent to which the large number of tourists and seasonal visitors affects the goals of more people bicycling and walking.
8. Collect and develop GIS inventories of existing conditions including sidewalks, shared use paths, greenways, shared use lanes, bike routes, line of sight issues, bike signage, bike trails, bike parking, street furniture, transit stops, curb cuts, other bike/ped amenities, ROW widths, and at least the last 5 years of bicycle/pedestrian crash statistics.
9. Conduct bicycle and pedestrian counts and collect auto and transit counts for travel corridors.
10. Assess Bicycle and Pedestrian Level of Service for existing major bicycle and pedestrian corridors and compare with other modes.
11. Review any relevant improvement projects that are active, budgeted and/or are identified over the next 10 years.

Note: *Maps and data should be available using open source tools and open data, including Open Street Map and transit, bikeshare and bike GTFS formats. The public*

should be encouraged to use the data gathered by this project.

Deliverable: Written summary of Task 3 and maps.

Task 4 – Complete Streets Design Guide

This will guide staff in proposing bicycle and pedestrian improvements for typical street section types around the city. It should include a full range of bicycle and pedestrian facilities, traffic calming measures and intersection treatments, including but not limited to:

- On-street bicycle lanes (conventional, buffered, advisory, etc.)
- Protected on-street bicycle lanes (cycle tracks)
- Neighborhood greenways (bike boulevards)
- Shared Use paths
- Shared Use Lane Markings
- Sidewalks
- Crosswalks
- Pedestrian refuge islands
- Curb extensions

The NACTO (National Association of City Transportation Officials) *Urban Street Design Guide*, the *Urban Bikeway Design Guide* and *Transit Street Design Guide* should be used. FDOT will be nearing release of their *Complete Streets Manual* at the end of calendar year 2016 and to the extent it is practical, also be used and cross referenced. While using these standards, the Guide should take into account Key West's unique characteristics.

Deliverable: Draft Complete Streets Design Guide

Task 5 – Bicycle and Pedestrian Network Plan(s)

The Bicycle and Pedestrian Network Plan(s) (Consultant and City PM should decide in Task 1 whether or not these will be a joint or separate bike and walk plans) will prescribe the full range of bicycle and pedestrian facility types and where they should go. It is particularly crucial that a network of bicycle facilities with a Bicycle Level of Service of A and B crisscross Key West and Stock Island, east and west, north and south so that persons can get around with little interference from cars. It will pay special attention to context-sensitive facilities to attract more vulnerable and risk-adverse populations so that active

transportation can continue to play a key role in advancing Key West as a bicycle and pedestrian friendly city. In determining which type should be applied to each route, the Consultant will use its expertise and client and public input to analyze factors, including but not limited to:

- Street width
- Pavement and sidewalk conditions (maintenance, widths, use)
- Traffic volume
- Traffic speed (limit and actual)
- Street type
- Crosswalk and intersection amenities
- Plazas, ferry terminals, transit stops, paths and other areas of high pedestrian activity
- Destinations served by each route
- Signing amenities (wayfinding/caution)
- Lighting (scale, location, needed maintenance)
- Land use
- Connections to transit
- Streetscape amenities (benches, shade, plantings and other street furniture)

Include discussion of implementation challenges (right of way limitations, flood-prone areas, visitors who are unfamiliar, environmental clearance, construction, retrofitting and ongoing operation, Historic Architectural Review Commission (HARC) guidelines, etc.) as well as opportunities (multi-benefits, economies of scale, existing networks, partners, current and planned redevelopment and improvements, etc.

The Bicycle and Pedestrian Network Plan should include phased priority based upon a combination of ease of implementation and cost.

This should include high-quality, visually attractive online and paper maps that show the existing and proposed street networks/improvements.

Note: *Maps and data should be available using open source tools and open data, including Open Street Map and transit, bikeshare and bike GTFS formats. The public should be encouraged to use the data gathered by this project.*

Deliverable: Draft Bicycle and Pedestrian Network Plan(s)

Task 6 – Engineering (Infrastructure) Plan

Utilizing national and international best practices, the NACTO Guides and FDOT Complete Streets guidance, the Engineering or Infrastructure Plan should upon the Bicycle and Pedestrian Network Plan(s) with at least the following elements:

1. **Infrastructure Work Plan**

   Arranged in one, five, and 10 year increments, develop an infrastructure work plan.

   Consider short-term (low hanging fruit) striping improvements for routine City and County maintenance resurfacing.

2. **Wayfinding and Signage Design Guidelines**

   Specify best placement of signs, markings, maps, traffic signals and other elements to delineate safe passage between pedestrians, bicyclists and cars.

3. **Bicycle Parking and End of Trip Facilities**

   While bikeways are the most visible element within a bicycle network, bicycling must also have safe and convenient places to store their bicycles for both short and long-term periods. This plan should include:

   - Discussion of the different kinds of bicycle parking facilities, the pros and cons of each and recommendations of types for future implementation.
   - Existing facilities and types.
   - Performance standards recommendations for facilities.
   - Where facilities are needed and what types are recommended.
   - Bicycle parking at transit stations.
   - Temporary (event) bicycle parking.
   - Priority by phases.
   - Design program to partner with the private sector.
   - Design program to address abandoned bicycles and locks.
   - Recommend any changes needed to City Codes/Parking Ordinances to accommodate Plan.

   This section should also take a look at bicycle-friendly car parking and make recommendations for actions that can be taken that reduce conflicts between bikes and cars. This could include back-in angles parking, door-zone buffers added to bike lanes etc.

4. **Preliminary Design on Selected Bicycle and Pedestrian Network Routes and Facilities**

   Provide "before" and "after" (proposed) typical Sections of each corridor. Provide before and after aerials of what intersections and corridors could look like (bulbouts, trees, bus stops, etc.).

   The idea is to get a number of projects to a point in the design process so that they could be provided to FDOT for TAP (Transportation Alternatives Program) or other funding. This includes discussion of any special engineering, environmental and State Historic Preservation characteristics of the project, right-of-way and ownership issues, etc. that the TAP Application takes into account. Cost estimates should be provided too.

Deliverable: Draft Engineering (Infrastructure) Plan

Task 7 – Education, Encouragement, Enforcement and Evaluation Plan

While safe, attractive bicycle and pedestrian infrastructure – the hardware – is critical to increasing bicycle and walking, education, education, encouragement, enforcement and evaluation – the software – must also be implemented if Key West is to become more bike-walk-friendly. The plan should identify best practices and make recommendations for Key West to implement. The plan should address these elements for full and part-time residents, persons who work in the City, persons who visit the City and the business community.

"Education and Encouragement" should include emphasis on:

1. Mode shift/or moving the needle to more biking and walking, and

2. Safety or how people walking, bicycling and driving use our streets and facilities more safely.

   - Current programs should be analyzed and retooled and enhanced. This should include how the program is named and branded for the future.

   - Explore and recommend education and encouragement as it relates to FDOT's Commuter Services and Best Workplaces for Commuters programs.

- Explore and recommend enhancements and/or wholesale changes to the Bike Walk Key West program's Be a PAL – Predictable, Alert and Lawful approach to safety programing vis-à-vis State programs such as *Stay Alert, Stay Alive* safety program and others.

- Explore and recommend enhancement, including online tools for the City's annual Green Commute Challenge.

- In addition to making recommendations on how to encourage people who live, work and visit here to bike, walk, use transit and share the ride more, explore and make recommendations on how to encourage tourists and seasonal residents to not bring cars to Key West.

- These explorations should include how the programs are managed and implemented (in-house, contractors, etc.).

- "Enforcement" should include actions that the Key West Police Department can take across all transport modes.

- "Evaluation" should include actions the City should take to benchmark and evaluate progress of the BPMTP's implementation.

- Explore and recommend ways the City could implement a bicycle and pedestrian counter programs along with traffic vehicle traffic.

Deliverable: Draft Education, Encouragement, Enforcement and Evaluation Plan

Task 8 – Multi-Modal Connectivity Plan

Getting a greater share of people to use bicycles and walking as a mode of transportation likely depends upon the City's ability to also invest in, build and promote all options to driving alone. This includes transit, car/vanpooling, carshare, bikeshare, taxis, TNCs (transportation network companies) like Uber and Lyft and Uber Pool and Lyft Line. Research shows that a rising tide of transportation options lifts all alternative modes to driving. Research also shows that parking policy and supply have great influence on whether people drive or use other options. Given this, the Consultant shall provide some thoughts on:

- Improving Key West Transit and the Lower Keys Shuttle local transit (paying particular attention to the Adopted Transit Development Plan (TDP) (2014)
- Looking at inter-city ground transit
- Looking at private sector transit
- Carshare
- Bikeshare (this is covered in Task 9 – Ad Hoc Tasks)
- Car/Vanpooling
- TNCs
- Parking policies and facilities
- Transportation Demand Management strategies (also largely covered in Task 7)

The idea is to bring the BPMPT into the greater context of multi-modalism and to make recommendations on what the City can do in the broader context for each of these. This is intended simply as a very broad brush.

Task 9 – Funding, Maintenance and Implementation Plan

The success of any plan recommendation depends on its ability to be funded. The Consultant will develop an implementation plan that includes cost estimates and helps identify potential funding sources.

After bicycle and pedestrian infrastructure has been constructed, it is imperative that it continues to be maintained. The Consultant will provide recommendations to keep the new infrastructure attractive and operating safely at a high level and to maximize the life of the projects. Recommendations should include construction materials and equipment, service and preventative maintenance programs.

The Consultant should review all current and long range capital improvement plans (CIP) and make recommendations on how best to incorporate bicycle and pedestrian elements and safety in them. Bicycle and pedestrian projects recommended herein should be meshed best as possible with the CIP to achieve maximum efficiency.

Consider short-term (low hanging fruit) striping improvements for routine City and County maintenance resurfacing.

In order to advance the BPMTP's recommendations, the Consultant will develop a matrix summarizing the prioritized improvements, a general timeframe for completion classified as immediate, short, or long-term, and associated costs, sources of funding, next steps and department/agency partners.

Consultant will provide a methodology to update the BPMTP and track achievements.

Deliverable: Draft Funding, Maintenance and Implementation Plan

Task 10 – Ad Hoc Tasks

This is a list of things the City wants to make sure are covered somewhere in the above sections:

1. Recommendations on using Bicycle and Pedestrian Level of Service (LOS) as outlined in the Transportation Element of the City's Comprehensive Plan.

2. Analysis with recommendations to bring the "Triangle" high hazard zone (where U.S. 1, North Roosevelt Boulevard, South Roosevelt Boulevard) to at least Bicycle LOS B.

3. Analysis and recommendations for adopting "Stop-as-Yield" Idaho-style stop laws as passed in Aspen (2013), Dillon (2011) and Breckenridge (2011).

4. Analysis and recommendations of a Bikeshare program for Key West and Stock Island.

5. Analysis and recommendations for "automated bike rental" and "automated scooter rental" and the use of public bike racks and/or public parking spaces rather than or in addition to existing retail and delivery models.

6. Discussion of how to work regionally and to better engage FDOT.

7. Discussion of e-bikes and how they fit into the plan

8. Discussion of Scooters, including electric and hybrid scooter-bikes and how they fit into the plan.

Task 11 – Final Bicycle and Pedestrian Master Transportation Plan (BPMPT)

Presentation

Unless changes are agreed upon during Task 1, the BPMTP should include at least the following:

1. Introduction
    - Plan Purpose
    - Making the Case for Investing in Bicycling and Walking
        - Economic, Environmental, Social, Health as well as transportation
    - Process and Public Engagement

2. State of the Bicycling and Pedestrian Environment in Key West and Stock Island
    - Existing Bicycle Network
    - Existing Pedestrian Network
    - Who's Bicycling, Where and When? Why?
    - Obstacles to More People Bicycling and Walking

3. Policy Framework
    - BPMPT Vision, Goals and Objectives
    - Related Plans

4. Complete Streets Design Guide

5. Bicycle and Pedestrian Network Plan(s)

6. Engineering (Infrastructure) Plan

7. Education, Encouragement, Enforcement and Evaluation Plan

8. Multi-Modal Connectivity Plan

9. Funding, Maintenance and Implementation Plan

10. Appendix

11. As part of the final product, consideration should be provided at the beginning to film before and after conditions as well as filming progress and community meetings as a way of bringing the plan alive. A series of "Street Films – like" videos could be done throughout the process and/or one documentary type video at the end. This should be discussed and agreed upon in Task 1.

Response Information

C.1 Response Information

The evaluation of the RFP will be based on a respondent's aptitude, experience and approach to tasks as identified herein by the City. Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given above. 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.

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to chamilton@cityofkeywest-fl.gov at the Key West Planning Department via email no later than **12:00 p.m. noon on August 15, 2016.** Each question must identify the section number in this RFP for which clarification is being requested. Key West Planning Department will respond to all properly submitted questions at least four (4) business days prior to the date that the Proposals are due. All questions will be posted as an addendum at www.cityofkeywest-fl.gov and www.DemandStar.com.

C.2 Submission Details:

1. **Submit to:**

   City Clerk, City of Key West
   3126 Flagler Avenue
   Key West, Fl 33040

2. **Date/Time:** August 31, 2016. NO LATER THAN 3pm

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 # 16-006** the due date, and the respondent's name.

   Project Title: **Bicycle and Pedestrian Master Transportation Plan**

   Due Date: August 31, 2016 NO LATER THAN 3pm

   Company: *Company Name*

C.3 Number of Copies:

Applicants shall submit one response marked "Original"; and (2) flash drives, each with PDF file(s) of the full Request for Proposal, including items listed on the cover letter. All contents of a Proposer's submittal shall remain the property of the City.

C.4 Response Preparation Costs:

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

C.5 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.

C.6 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.

C.7 License Requirements:

At the time the proposal is submitted, the Responder 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.

1. If business location is within City of Key West, Local Business Tax Receipt (cost not to exceed $103.00.

2. If project > 30 days, evidence of Business License from home office outside of Key West.

3. If project carried on for < 30 days, local Business Tax Receipt required.

C.8 Post Contractual Restriction:

Each prospective proposer should be aware that the resulting awardee shall be required to execute a Post Contractual Restriction understanding with the City of Key West, to include the selected firm as well as all subconsultants. The provision will restrict the selected firm,

and subconsultant(s), from representing itself or clients before the City of Key West City Commission, its agents, boards and committees on all planning related matters during the agreement/contract period of performance and for one (1) year following final approval of the Bicycle and Pedestrian Master Transportation Plan.

C.9 Insurance /Indemnification:

Insurance

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	$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 an 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) xxx-xxxx 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.

Indemnification

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 "indemnitees") 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 indemnitees 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 the Contract 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 the work.

C.10 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, attached hereto under Exhibit B.

C.11 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, 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 Bicycle and Pedestrian Master Transportation Plan will be the principal basis for evaluation. Consultant Ranking Form, attached hereto as Exhibit C.

C.12 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 be required to make a presentation of no more than 10 minutes to the City Commission; the exact length of the presentation is up to the discretion of the Commission and will be determined by the team 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.

C.13 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 Bicycle and Pedestrian Master Transportation 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.

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

7. *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.

8. *Representative Bicycle and Pedestrian Master Transportation 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.

9. *References* - The Consultant shall provide three references for Bicycle and Pedestrian Master Transportation Plan work which have been completed within the last five years.

10. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Public Entity Crimes, Equal Benefits for Domestic Partners, Cone of Silence) and in Appendix (Truth in Negotiation Certification, FDOT Form # 375-030-30; Conflict of Interest Certification, FDOT Form #375-030-50; Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion, FDOT Form #375-30-32; Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, Form FDOT Form #375-030-33; Standard form-LLL, Disclosure of Lobbying Activities, FDOT Form #375-030-34; Terms for Federal Aid Contracts, FDOT Form #375-040-84)

Exhibit A

Affidavits

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 ____, 2016

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 _____

   for

(print individual's name and title) _____
(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:

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by

the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(SIGNATURE)

_____

(DATE)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____day of _____, 2016

_____NOTARY PUBLIC

My commission expires:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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. 2-799.

By: _____

Sworn and subscribed before me this _____day of _____20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

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 PUBLLIC, 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. Completive 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)*

Exhibit B

Consultant Ranking Form

CITY OF KEY WEST
CONSULTANT RANKING FORM

Project Name: Bicycle and Pedestrian Master Transportation Plan

Project Number: RFP #16-006

Firm
_____

Date
_____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Past Performance on Similar Projects	25	
Approach and Understanding of Project	40	
Experience of Key Personnel	30	
Sub-Total Points	95	
References	5	
Total Points	**100**	

Exhibit C
Notice of Advertisement

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 p.m. August 31, 2016** for the "Request for Proposals 16-006 – Bicycle and Pedestrian Master Transportation Plan" 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 at www.keywestcity.com/ . One (1) original with two (2) flash drives, to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **"Request for Proposals # 16-006 – Bicycle and Pedestrian Master Transportation Plan"** the due date, and the respondent's name, addressed and delivered to:

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

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

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

_____

Sue Snider, Purchasing Agent

Appendix #1

375-030-30
PROCUREMENT
05/14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for
CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By: _____

_____ Date

375-030-50

PROCUREMENT
OGC - 02/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)

Appendix #2 continued (page 2 of 2)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

Appendix #3 (1 of 2)

375-030-32 PROCUREMENT 11/15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered

Appendix #3 continued (2 of 2)

Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix #4

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such a failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

Appendix #5 FDOT Form #375-030-34 (1 of 2)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____	
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Appendix #5 FDOT Form #375-030-34 continued (page 2 of 2)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Appendix #6 (page1 of 3)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

Appendix #6 continued (page 2 of 3)

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

Appendix #6 continued (page 3 of 3)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Appendix #7 – Certificate of Liability Insurance

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Design Professional Sample

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X				EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $	X	X				EACH OCCURRENCE	$,000,000
							AGGREGATE	$,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X				X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
	Professional Liability						**Per Claim** **Aggregate**	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD

Appendix #8 – Additional Insured – Scheduled Person or Organization

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04 © ISO Properties, Inc., 2004 Page 1 of 1 □

Appendix #9 – Additional Insured – Completed Operations

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04 © ISO Properties, Inc., 2004 Page 1 of 1 □

Appendix #10 – Earlier Notice of Cancelation Provided by Us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium,** the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

Appendix #11 – Waiver of Transfer of Rights of Recovery

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09 © Insurance Services Office, Inc., 2008 Page 1 of 1 □

Appendix #12 – Worker's Comp Waiver of Rights to Recover from Others Endorsement

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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Appendix #13 – Worker's Comp Waiver of Rights to Recover from Others Endorsement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST

Please complete and mail or fax to:
Equal Opportunity Office
605 Suwannee St., MS 65
Tallahassee, FL 32399-0450
TELEPHONE: (850) 414-4747
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Address/Telephone Number: _____

Bid/Proposal Number: _____

Quote Submitted MM/YR: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos.1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
_____
_____
_____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
_____
_____
_____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
_____
_____
_____
5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

SAMPLE CONTRACT

CITY OF KEY WEST

AGREEMENT TO PROVIDE A BICYCLE AND PEDESTRIAN MASTER TRANSPORTATION PLAN TO THE CITY OF KEY WEST

SAMPLE CONTRACT SEPTEMBER 2016

Agreement to Furnish a Bicycle and Pedestrian Master Transportation Plan to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and _____, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CITY engages CONSULTANT to perform those Services enumerated below and as described in CITY'S Request for Proposals #16-006, which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A", and CONSULTANTS' Proposal dated _____, which is attached hereto, incorporated by reference, and more particularly described as Exhibit "B." The CONSULTANT's primary responsibilities include, but are not limited to the following:

Task 1 Project Administration - Refining the scope, and ongoing project management

B.1.A. CONSULTANT shall be pre-qualified by FDOT in 13.3 Policy Planning, 13.4 Systems Planning, 13.5 Subarea/Corridor Planning, 13.6 Land Planning/Engineering.

B.1.B. Finalize Scope and Timeline

The CONSULTANT shall, in consultation with a designated City Project Manager (CPM), the City's Bicycle/Pedestrian Coordinator, finalize any minor and non-substantive revisions to the Scope of Work and timeline.

B. 1.C. Ongoing Project Management:

- The CONSULTANT shall monitor work progress, budget, facilitate communication, assign staff, oversee technical work and implement quality control.
- The CONSULTANT shall provide as-needed project coordination conference calls and/or meetings between the consultant's project manager and the CPM.
- The CONSULTANT shall provide invoices and progress reports monthly, complying with all FDOT rules and procedures.
- The CONSULTANT shall prepare all meeting agendas and materials, distributing these to the City Project Manager at least 48 hours in advance.
- Provide note-taking at meetings.
- Provide a project website.
- Provide documents in MS Office and PDF formats.
- Create and maintain a database of stakeholders and participants.

The CONSULTANT shall provide an updated Scope of Work and Timeline

Task 2 – Public Engagement and Needs Assessment Plan and Implementation

CONSULTANT shall develop a Public Engagement and Needs Assessment Plan consisting of the type of public engagement that will be used and the timeline for setting these up. The intent of the public engagement is to gather input, assess what the community needs are and build consensus around two broad areas:

- Vision, Goals and Strategies (i.e. what do we want to achieve with this plan?)
- Specifics steps for implementation using the traditional Five E's – Engineering, Education, Encouragement, Enforcement and Evaluation (i.e. how are we going to achieve it?)

The plan shall include, but not be limited to:

- Community workshops in neighborhoods to engage residents and part-time residents
- Workshops with the business community, major hotels and employers.
- Workshops with bike shops, bike rental companies and bike touring companies.
- Outreach to tourists.
- Outreach to people who work, but don't live in the City.
- Outreach at existing events.
- A project website for information exchange, project awareness, collection of public input and for contacting the consultant team.
- Efforts will be equitable and engage participation by under-presented populations, including those working multiple jobs who find it difficult to attend meetings.
- Consideration should be given to surveys, intercepts and focus groups.
- Interviews with key stakeholders as identified with the City Project Manager including groups such as the City's Sustainability Advisory Board and Planning Commission, the TDC (Tourist Development Council) and others.

- Innovative and non-traditional outreach and public involvement is desired.

The Public Engagement Plan shall include touchpoints throughout the process. Initially to gather input and later on to present and gain feedback and consensus on iterations of the plan.

The CONSULTANT shall be responsible for all technical aspects of engagement (website, graphics, programming, etc.). The City Project Manager will be responsible for scheduling and promotion of events.

In order to save time, this task may be completed concurrently with Task 1.

Deliverables:

C. The CONSULTANT shall provide a Public Engagement Plan
D. The CONSULTANT shall implement the Plan

Task 3 Inventory – Existing Conditions Report

The BPMTP is a strategic planning document and shall include an appraisal of factors within and outside that affects the city's ability to improve bicycling and walking conditions that will increase the numbers of bikers and walkers of all ages and abilities. At a minimum the CONSULTANT shall:

12. Review relevant plans including the City's Comprehensive Plan (2013), Strategic Plan (2011), Climate Action Plan (2009), Open Space and Recreation Master Plan, Transit Development Plan (2014), Monroe County Comprehensive Plan (2010), the City's un-adopted Bicycle Master Plan (2010) and the City's adopted Bicycle and Pedestrian Strategic Plan (1996).
13. Review similar communities with high quality bicycle and pedestrian networks/plans and conduct a best practices exercise.
14. Collect and analyze all relevant demographic data via U.S. Census tools and other relevant sources.
15. Collect and analyze all relevant bicycle safety reports detailing bicycle and pedestrian related crashes.
16. Analyze the effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues and technology on the future of bicycling and walking.
17. Assess the extent to which the land use, demographic trends, employment and journey to work trends, urban design patterns in the project area support or hinder the efforts to get more people bicycling and walking.
18. Assess the extent to which the large number of tourists and seasonal visitors affects the goals of more people bicycling and walking.
19. Collect and develop GIS inventories of existing conditions including sidewalks, shared use paths, greenways, shared use lanes, bike routes, line of sight issues, bike signage, bike trails, bike parking, street furniture, transit stops, curb cuts, other bike/ped amenities, ROW widths, and at least the last 5 years of bicycle/pedestrian crash statistics.

20. Conduct bicycle and pedestrian counts and collect auto and transit counts for travel corridors.
21. Assess Bicycle and Pedestrian Level of Service for existing major bicycle and pedestrian corridors and compare with other modes.
22. Review any relevant improvement projects that are active, budgeted and/or are identified over the next 10 years.

Note: *Maps and data shall be available using open source tools and open data, including Open Street Map and transit, bikeshare and bike GTFS formats. The public shall be encouraged to use the data gathered by this project.*

The CONSULTANT shall provide a written summary of Task 3 and maps.

Task 4 – Complete Streets Design Guide

This will guide staff in proposing bicycle and pedestrian improvements for typical street section types around the city. The CONSULTANT shall develop a Complete Streets Design Guide that includes a full range of bicycle and pedestrian facilities, traffic calming measures and intersection treatments, including but not limited to:

- On-street bicycle lanes (conventional, buffered, advisory, etc.)
- Protected on-street bicycle lanes (cycle tracks)
- Neighborhood greenways (bike boulevards)
- Shared Use paths
- Shared Use Lane Markings
- Sidewalks
- Crosswalks
- Pedestrian refuge islands
- Curb extensions

The NACTO (National Association of City Transportation Officials) *Urban Street Design Guide*, the *Urban Bikeway Design Guide* and *Transit Street Design Guide* should be used. FDOT will be nearing release of their *Complete Streets Manual* at the end of calendar year 2016 and to the extent it is practical, also be used and cross referenced. While using these standards, the Guide should take into account Key West's unique characteristics.

The CONSULTANT shall provide a draft Complete Streets Design Guide

Task 5 – Bicycle and Pedestrian Network Plan(s)

The CONSULTANT shall provide a Bicycle and Pedestrian Network Plan (CONSULTANT and City PM should decide in Task 1 whether or not these will be a joint or separate bike and walk plans) that prescribes the full range of bicycle and pedestrian facility types and where they should go. It is particularly crucial that a network of bicycle facilities with a Bicycle Level of

Service of A and B crisscross Key West and Stock Island, east and west, north and south so that persons can get around with little interference from cars. It will pay special attention to context-sensitive facilities to attract more vulnerable and risk-adverse populations so that active transportation can continue to play a key role in advancing Key West as a bicycle and pedestrian friendly city. In determining which type should be applied to each route, the CONSULTANT shall use its expertise and client and public input to analyze factors, including but not limited to:

- Street width
- Pavement and sidewalk conditions (maintenance, widths, use)
- Traffic volume
- Traffic speed (limit and actual)
- Street type
- Crosswalk and intersection amenities
- Plazas, ferry terminals, transit stops, paths and other areas of high pedestrian activity
- Destinations served by each route
- Signing amenities (wayfinding/caution)
- Lighting (scale, location, needed maintenance)
- Land use
- Connections to transit
- Streetscape amenities (benches, shade, plantings and other street furniture)

CONSULTANT shall include discussion of implementation challenges (right of way limitations, flood-prone areas, visitors who are unfamiliar, environmental clearance, construction, retrofitting and ongoing operation, Historic Architectural Review Commission (HARC) guidelines, etc.) as well as opportunities (multi-benefits, economies of scale, existing networks, partners, current and planned redevelopment and improvements, etc.

The Bicycle and Pedestrian Network Plan shall include phased priority based upon a combination of ease of implementation and cost.

This shall include high-quality, visually attractive online and paper maps that show the existing and proposed street networks/improvements.

Note: *Maps and data shall be available using open source tools and open data, including Open Street Map and transit, bikeshare and bike GTFS formats. The public should be encouraged to use the data gathered by this project.*

The CONSULTANT shall provide a draft Bicycle and Pedestrian Network Plan(s)

Task 6 – Engineering (Infrastructure) Plan

Utilizing national and international best practices, the NACTO Guides and FDOT Complete

Streets guidance, the CONSULTANT shall provide an Engineering or Infrastructure Plan with at least the following elements:

5. **Infrastructure Work Plan**
   Arranged in one, five, and 10 year increments, develop an infrastructure work plan.

   Consider short-term (low hanging fruit) striping improvements for routine City and County maintenance resurfacing.

6. **Wayfinding and Signage Design Guidelines**
   Specify best placement of signs, markings, maps, traffic signals and other elements to delineate safe passage between pedestrians, bicyclists and cars.

7. **Bicycle Parking and End of Trip Facilities**
   While bikeways are the most visible element within a bicycle network, bicycling must also have safe and convenient places to store their bicycles for both short and long-term periods. This plan shall include:

   - Discussion of the different kinds of bicycle parking facilities, the pros and cons of each and recommendations of types for future implementation.
   - Existing facilities and types.
   - Performance standards recommendations for facilities.
   - Where facilities are needed and what types are recommended.
   - Bicycle parking at transit stations.
   - Temporary (event) bicycle parking.
   - Priority by phases.
   - Design program to partner with the private sector.
   - Design program to address abandoned bicycles and locks.
   - Recommend any changes needed to City Codes/Parking Ordinances to accommodate Plan.

   This section should also take a look at bicycle-friendly car parking and make recommendations for actions that can be taken that reduce conflicts between bikes and cars. This could include back-in angles parking, door-zone buffers added to bike lanes etc.

8. **Preliminary Design on Selected Bicycle and Pedestrian Network Routes and Facilities**

   Provide “before” and “after” (proposed) typical Sections of each corridor. Provide before and after aerials of what intersections and corridors could look like (bulbouts, trees, bus stops, etc.).

   The idea is to get a number of projects to a point in the design process so that they could be provided to FDOT for TAP (Transportation Alternatives Program) or other funding. This includes discussion of any special engineering, environmental and State Historic Preservation characteristics of the project, right-of-way and ownership

issues, etc. that the TAP Application takes into account. Cost estimates should be provided too.

The CONSULTANT shall provide a draft Engineering (Infrastructure) Plan

Task 7 – Education, Encouragement, Enforcement and Evaluation Plan

While safe, attractive bicycle and pedestrian infrastructure – the hardware – is critical to increasing bicycle and walking, education, education, encouragement, enforcement and evaluation – the software – must also be implemented if Key West is to become more bike-walk-friendly. The CONSULTANT shall develop a plan that identifies best practices and makes recommendations for Key West to implement. The plan shall address these elements for full and part-time residents, persons who work in the City, persons who visit the City and the business community.

"Education and Encouragement" shall include emphasis on:

1. Mode shift/or moving the needle to more biking and walking, and

2. Safety or how people walking, bicycling and driving use our streets and facilities more safely.

- Current programs shall be analyzed and retooled and enhanced. This should include how the program is named and branded for the future.

- Explore and recommend education and encouragement as it relates to FDOT's Commuter Services and Best Workplaces for Commuters programs.

- Explore and recommend enhancements and/or wholesale changes to the Bike Walk Key West program's Be a PAL – Predictable, Alert and Lawful approach to safety programing vis-à-vis State programs such as *Stay Alert, Stay Alive* safety program and others.

- Explore and recommend enhancement, including online tools for the City's annual Green Commute Challenge.

- In addition to making recommendations on how to encourage people who live, work and visit here to bike, walk, use transit and share the ride more, explore and make recommendations on how to encourage tourists and seasonal residents to not bring cars to Key West.

- These explorations shall include how the programs are managed and implemented (in-house, contractors, etc.).

- “Enforcement” shall include actions that the Key West Police Department can take across all transport modes.

- “Evaluation” shall include actions the City should take to benchmark and evaluate progress of the BPMTP’s implementation.

- Explore and recommend ways the City could implement a bicycle and pedestrian counter programs along with traffic vehicle traffic.

CONSULTANT shall provide a draft Education, Encouragement, Enforcement and Evaluation Plan

Task 8 – Multi-Modal Connectivity Plan

Getting a greater share of people to use bicycles and walking as a mode of transportation likely depends upon the City’s ability to also invest in, build and promote all options to driving alone. This includes transit, car/vanpooling, carshare, bikeshare, taxis, TNCs (transportation network companies) like Uber and Lyft and Uber Pool and Lyft Line. Research shows that a rising tide of transportation options lifts all alternative modes to driving. Research also shows that parking policy and supply have great influence on whether people drive or use other options. Given this, the CONSULTANT shall provide written briefs touching on:

- Improving Key West Transit and the Lower Keys Shuttle local transit (paying particular attention to the Adopted Transit Development Plan (TDP) (2014)
- Looking at inter-city ground transit
- Looking at private sector transit
- Carshare
- Bikeshare (this is covered in Task 9 – Ad Hoc Tasks)
- Car/Vanpooling
- TNCs
- Parking policies and facilities
- Transportation Demand Management strategies (also largely covered in Task 7)

The idea is to bring the BPMPT into the greater context of multi-modalism and to make recommendations on what the City can do in the broader context for each of these. This is intended simply as a very broad brush.

Task 9 – Funding, Maintenance and Implementation Plan

The success of any plan recommendation depends on its ability to be funded. The CONSULTANT shall develop an implementation plan that includes cost estimates and helps identify potential funding sources.

After bicycle and pedestrian infrastructure has been constructed, it is imperative that it continues to be maintained. The CONSULTANT shall provide recommendations to keep the new infrastructure attractive and operating safely at a high level and to maximize the life of the projects. Recommendations should include construction materials and equipment, service and preventative maintenance programs.

The CONSULTANT shall review all current and long range capital improvement plans (CIP) and make recommendations on how best to incorporate bicycle and pedestrian elements and safety in them. Bicycle and pedestrian projects recommended herein should be meshed best as possible with the CIP to achieve maximum efficiency.

Consider short-term (low hanging fruit) striping improvements for routine City and County maintenance resurfacing.

In order to advance the BPMTP's recommendations, the CONSULTANT shall develop a matrix summarizing the prioritized improvements, a general timeframe for completion classified as immediate, short, or long-term, and associated costs, sources of funding, next steps and department/agency partners.

CONSULTANT shall provide a methodology to update the BPMTP and track achievements.

CONSULTANT shall provide a draft Funding, Maintenance and Implementation Plan

Task 10 – Ad Hoc Tasks

CONSULANT shall ensure that the following issues are covered somewhere in the above sections:

9. Recommendations on using Bicycle and Pedestrian Level of Service (LOS) as outlined in the Transportation Element of the City's Comprehensive Plan.

10. Analysis with recommendations to bring the "Triangle" high hazard zone (where U.S. 1, North Roosevelt Boulevard, South Roosevelt Boulevard) to at least Bicycle LOS B.

11. Analysis and recommendations for adopting "Stop-as-Yield" Idaho-style stop laws as passed in Aspen (2013), Dillon (2011) and Breckenridge (2011).

12. Analysis and recommendations of a Bikeshare program for Key West and Stock Island.

13. Analysis and recommendations for "automated bike rental" and "automated scooter rental" and the use of public bike racks and/or public parking spaces rather than or in addition to existing retail and delivery models.

14. Discussion of how to work regionally and to better engage FDOT.

15. Discussion of e-bikes and how they fit into the plan

16. Discussion of Scooters, including electric and hybrid scooter-bikes and how they fit into the plan.

Task 11 – Final Bicycle and Pedestrian Master Transportation Plan (BPMPT)

Presentation

Unless changes are agreed upon during Task 1, the CONSULTANT shall ensure the BPMTP includes at least the following:

12. Introduction
    - Plan Purpose
    - Making the Case for Investing in Bicycling and Walking
        - Economic, Environmental, Social, Health as well as transportation
    - Process and Public Engagement

13. State of the Bicycling and Pedestrian Environment in Key West and Stock Island
    - Existing Bicycle Network
    - Existing Pedestrian Network
    - Who's Bicycling, Where and When? Why?
    - Obstacles to More People Bicycling and Walking

14. Policy Framework
    - BPMPT Vision, Goals and Objectives
    - Related Plans

15. Complete Streets Design Guide

16. Bicycle and Pedestrian Network Plan(s)

17. Engineering (Infrastructure) Plan

18. Education, Encouragement, Enforcement and Evaluation Plan

19. Multi-Modal Connectivity Plan

20. Funding, Maintenance and Implementation Plan

21. Appendix

Task 12 – Additional Tasks Related to the Bicycle and Pedestrian Master Transportation Plan

The CONSULTANT may be tasked, if agreed to by both the CITY and the CONSULTANT, if additional funding becomes available, with some additional tasks, related to Plan that aren't anticipated at this time.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT fees as defined as follows:

2.1 Payment in the total, not-to-exceed, fixed amount of $_____ for the initial project, paid in monthly progress installments which includes compensation for all tasks identified in the CONSULTANT' proposal (Exhibit "B"), including but not limited to CONSULTANT' travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.

2.2 The CITY agrees to remit payment to the CONSULTANT by the 10th day of the following month after receipt of invoice. The fee is inclusive of travel to and from the City of Key West and grant application production cost.

2.3 All fees shall be addressed to: City of Key West, Planning Department, P.O. Box 1409, Key West, Florida 33041 .

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the CONSULTANTS

4.1. General

The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing bicycle and pedestrian transportation planning services and furnish customary services incidental thereto.

4.2. Standard of Care

The standard of care applicable to CONSULTANT' services will be the degree of skill and diligence normally employed by bicycle and pedestrian transportation planning and other related CONSULTANT performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3. CONSULTANT' Insurance

A. The CONSULTANT will maintain throughout this AGREEMENT the insurance requirements found in CITY'S Request for Proposals #16-006 (Exhibit "A") of this AGREEMENT.

B. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company

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

4.4 Subconsultants

The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

4.5 Licenses

The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt.

Article 5. Obligations of the City

5.1. Authorization to Proceed

Authorization to proceed will be considered to be given upon execution of this Agreement by CITY.

5.2 City-Furnished Data

The CITY will provide to the CONSULTANT in a timely and accurate manner all data, in the CITY'S possession, necessary for the CONSULTANT to execute those scope of services stated under Article 1.

5.3. Prompt Notice

The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT' services, or any defect in the work of the CONSULTANT.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be two (2) years commencing from the date this Agreement was entered into, with an option by the City to extend the agreement on an optional basis for one (1) year under the same terms and conditions for a total of three years upon mutual agreement of the parties.

6.2. Reuse of Project Document; Public Records

A. Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents provided to the City are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

B. CONSULTANT has reviewed Florida Statute section 119.07 and is otherwise knowledgeable of Florida's broad public records laws. CONSULTANT understands and agrees that all records made in connection with the services provided under or related to this agreement are public records as defined by Florida Statute section 119.011(11). Such records must be maintained and made available by the CONSULTANT in accordance with the public records law provisions.

6.3 Ownership of Work Product and Inventions

All of the work product of CONSULTANT in executing a grant opportunity under this AGREEMENT shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West.

B. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Third Party Beneficiaries

A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT' services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the AGREEMENT.

B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.7 Insurance and Indemnification

A. Insurance

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	$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 an 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) xxx-xxxx 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.

B. Indemnification

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 "indemnitees") 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 indemnitees 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 the Contract 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 the work.

o the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts. INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused

by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

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 INDIVIDUAL/FIRM 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 INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

6.8 Limitation of Liability

A. CONSULTANT' services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

C. This limitation of liability will apply whether CONSULTANT' liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT' officers, affiliated corporations, employees, and subcontractors.

6.9 Assignment

CONSULTANT shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.10 Jurisdiction and Venue

The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any such action shall be in the state court located in Key West, Monroe County, Florida.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.12 Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any dispute resolution or legal proceedings. If the CONSULTANT continues to perform, CITY shall continue to make payments in accordance with this Agreement.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Exhibits, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

Attest: THE CITY OF KEY WEST

_____

By: _____

Jim Scholl, City Manager

Date: _____

Attest: For the CONSULTANT

_____

By: _____

Name

Date: _____

See Attached:

Exhibit A – RFP #16-006

Exhibit B – Consultant's Proposal