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City Manager
Robert Frank



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Gary Hood, District 1
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CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #1103

CONTINUING CONTRACT FOR
TRANSPORTATION PLANNING
CONSULTING SERVICES

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the “City”) is soliciting statements of qualifications for the following project: **RFQ #1103 Continuing Contract for Transportation Planning Consulting Services.** Qualification Packages will be received at the office of Joyce Tolbert, CPPB Purchasing Agent, Finance/Purchasing Department, Second Floor, 150 North Lakeshore Drive, Ocoee, Florida 34761 **until 2:00 P.M., local time, on APRIL 26, 2011.** Qualification Packages received after that time will not be accepted under any circumstances. Sealed qualification Packages that have been timely received will be publicly opened and read aloud at that time. No Pre-bid conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a response through Onvia/Demandstar by accessing the City’s website at <http://www.ocoe.org> under Finance/Purchasing. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Onvia/Demandstar, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; Fees may apply for non-members. Membership with Onvia/Demandstar is not required to submit a response. Persons other than prospective respondents may inspect the documents required for submitting a bid at the Ocoee City Hall City Clerk’s Office, 150 N. Lakeshore Drive, Ocoee, FL 34761. Persons inspecting the documents at the City Clerk’s office that request copies will be required to pay a fee as prescribed by statute. City Clerk, March 20, 2011

**CITY OF OCOEE
REQUEST FOR QUALIFICATIONS “RFQ” #1103
CONTINUING CONTRACT FOR TRANSPORTATION PLANNING CONSULTING
SERVICES**

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from experienced transportation and planning consulting firms that are interested in providing general transportation planning consulting services for various planning, design, and development review projects.
2. The City intends to award continuing contracts to one (1) or more firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; recent, current, and projected workload; efficiency and cost-effectiveness. In addition to identifying the best firms for the work, if multiple contracts are awarded, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firm(s) selected by the City will provide Transportation Planning Consulting Services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contract. The contract shall automatically be renewed annually unless terminated by the City in writing, for a maximum of five (5) years from the date of execution, and one (1) additional year upon City option unless otherwise terminated by either party, in writing, given 30 days notice.
3. Prospective respondents may secure a copy of the documents required for submitting a response through Onvia/Demandstar by accessing the City’s website at <http://www.ocoee.org> under Finance/Purchasing. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Onvia/Demandstar, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; Fees may apply for non-members. Membership with Onvia/Demandstar is not required to submit a response.
4. Each qualifications package must consist minimally of a cover letter, statement of qualifications, and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications must be limited to a total of **forty (40) 8.5”x 11” pages** (including any resumes, 2-page cover letter, copies of licenses, certifications etc., but excluding front and back covers, dividers, and company information form), single-sided, portrait orientation, and 12-point font where possible. Additional requirements of submissions are

supplied in Section D. Any qualifications package failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so. All expenses for providing qualification packages to the City shall be borne by the respondent and the City assumes no responsibility for any costs incurred in the preparation of the qualification package by the Respondent.

5. Firms, companies and/or individuals interested in providing the transportation planning consulting services shall submit **one (1) original paper and five (5) electronic copies** of their qualifications package. The electronic copies shall be submitted in a fully electronic form on a CD-ROM as an Adobe PDF file, version 5 or later. Qualification Packages shall be submitted to the City of Ocoee in one sealed package, clearly marked on the outside with the appropriate RFQ number and closing date and time, addressed to:

Joyce Tolbert, Purchasing Agent
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761
Phone: (407) 905-3100 x 1516
FAX number: (407) 905-3194
jtolbert@ci.ocoe.fl.us

No fax or e-mailed submissions will be accepted.

6. Qualification packages must be received no later than **2:00 P.M. (local time) on APRIL 26, 2011**. Any qualification packages received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the Qualifications Package delivered to the Ocoee City Hall by U.S. mail, hand delivery, or any other method available to them. Delay in delivery shall not be the responsibility of the City. A Qualifications Package received after the deadline shall not be considered and shall be returned unopened. Any request to withdraw a Qualification Package must be addressed in writing. Such requests must be received by the City prior to the deadline of the submission.
7. The City will receive questions regarding the RFQ only through written inquiries directed to the Purchasing Agent. Deadline for receipt of written inquiries will be **APRIL 13, 2011 at 2:00 P.M., local time**.
8. Potential Respondents should not contact City staff, with the exception of the Purchasing Agent, or other City consultants for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its Agents during the RFQ, award, and protest period may be grounds for Respondent disqualification.

9. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.
10. All applicable laws and regulations of the United States, the State of Florida, Orange County, and the City of Ocoee will apply to any resulting Agreement.
11. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.
12. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a).
13. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
14. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented

invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

15. The City reserves the right to accept or reject any or all responses, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new qualification packages. The City may accept any item or group of items of any response, unless the Respondent qualifies its qualification package by specific limitations. The City may accept one or more responses if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Respondent which, in the City's sole discretion, is the most responsive and responsible Respondent. The City reserves the right, as an aid in determining which qualification package is responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all responses.

B. INSURANCE TERMS AND CONDITIONS

Proof of Professional Liability Insurance:

*Provide a current insurance certificate providing proof of Professional Liability Insurance.

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the city:

Comprehensive General Liability Insurance: (The City of Ocoee is to be named as an additional insured)	\$1,000,000.00
Professional Liability Insurance: (Design Errors and Omission)	\$1,000,000.00

Standard Insurance Requirements:

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits

and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.
2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.
7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE

Commercial Umbrella:

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

Builders Risk:

- \$100,000 Any (1) Location
- \$1,000,000 Any (1) Occurrence

(remainder of page left blank intentionally)

except ten (10) days written notice of cancellation for non-payment of premium.

C. SCOPE OF SERVICES

The scope of work will be performed through task orders issued under the continuing contract. The City, at its sole discretion, may assign short-term or long-term tasks to each firm based on need, to ensure the best continuous service for the City of Ocoee. Interested firms must be experienced in providing Transportation Planning Consulting Services for projects of a scope and nature comparable to those described under “Submittals” below.

D. SUBMITTALS

Qualification Packages shall be designed to portray to the City how the respondent’s services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services. In order for the City to evaluate the qualification package, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the City. See Section A.4. of this RFQ for additional requirements. The required submission materials include the following:

1. Legal name, Federal taxpayer identification number, address, and telephone number of the respondent (firm, corporation, partnership, individual). The person signing the Qualification Packages on behalf of the Respondent shall have the authority to bind the Respondent to the submittal. All firms who submit their Qualifications to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the documents are qualified to submit a Qualification Package under Section 287.133, (2)(a) Florida Statutes.
2. Tabulation of employee’s (pertinent to the project) current (base year) loaded hourly wages and anticipated annual increases and hourly rates. Tabulation of all other charges and miscellaneous expenses which may appear or would be charged to the City on the firm’s invoices.
3. Professional qualifications of Firm and specific individuals to be assigned to the project (include resumes). Names of any anticipated Sub Consultants for Professional Services to be listed. Include names, addresses, and previous qualifications if you propose using Specialty Consultant Services.

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4. Identify how the firm's Transportation Planning expertise would be utilized to perform tasks identified in the following Scope of Services under a continuing contract.
 - A. Assisting City staff in updating a financially feasible Master Transportation Plan;
 - B. Assisting City staff in periodic updates to the Comprehensive Plan, land Development Code and Capital Improvements Plan;
 - C. Performing and/or reviewing individual traffic analyses of private development projects for concurrency management and operational issues;
 - D. Assisting City staff in updating and maintaining a socio-economic database;
 - E. Performing traffic modeling in conjunction with road impact fee updates and Comprehensive Plan Amendments;
 - F. Providing annual traffic counts and other counts for special studies and traffic operations analyses;
 - G. Assisting City staff with roadway conceptual analysis and concept design;
 - H. Assisting City staff in the identification and qualification for various Federal and state grants, etc.
 - I. Providing assistance working with other governmental agencies on transportation related issues;
 - J. Performing intersection analyses and other studies involving traffic operations;
 - K. Reviewing traffic studies submitted through the concurrency process or for alternative road impact fees;
 - L. Developing access management plans for roads in the City;
 - M. Developing plans for bicycle, pedestrian, and transit ways in conjunction with transportation planning; and
 - N. Other related services requiring transportation planning.
 - O. Providing transportation modeling in conjunction with mobility fee development, alternatives analysis, and establishment; and
 - P. Assisting City staff with CRA administration relative to transportation related issues; and
 - Q. Provide transportation analysis as it may relate to architecture, landscape architecture, urban design, form based code; and

- R. Performing periodic reports as required by the Comprehensive Plan on the status of the Multi-Modal Transportation District.
5. Past performances in similar projects for governmental clients. List all projects of similar nature within the past three (3) years. Title and brief description of each project to include:
 - Client (contact person, address, and telephone numbers)
 - Year completed
 - Nature of work involved in each project
 - Total cost
6. Current and near future workload (ability to perform in a timely fashion). Submit current list of projects and percentage of completion and expected date for completion.
7. Location of Firm within general geographical area.
8. Provide statement agreeing to obtain (prior to award) Insurance coverage as required by the City in the amounts set forth in this RFQ.
9. Any additional pertinent data regarding the Firm's capability (please limit to two (2) pages).
10. Disclosure of any potential Conflict of Interest due to any other clients, contracts, or property interests. Include a notarized statement certifying that no member of your firm's ownership, management, or staff has vested interest in any aspect of, or Department of, the City of Ocoee.
11. Company Information/Signature Sheet included in this RFQ.
12. Receipt of Any Addenda Issued.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation for transportation planning consulting services is:

Date of RFQ	Request for qualifications published
21 days later	Last day for questions
35 days later	Statements of qualification are due
37 days later	Qualification statements distributed to selection committee
50 days later	Selection committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed below, including the firm's qualifications, location, past performance, and reference check. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and may require oral presentations of firms. The City shall be the sole judge of the competency of Respondents.
2. A City selection committee will evaluate each respondent's qualifications and will short-list and recommend to the City Commission one or more firms in ranked order of qualifications based upon the selection committee's evaluation of the responses and any client references. All Respondents shall be notified via Onvia/Demandstar or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final.
3. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.
4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

Evaluation Criterion	Maximum Points
1. Ability to Provide Type & Quality of Services	30
2. Quality & Extent of Staff Experience with Transportation Planning Projects	25
3. Ability to Continue Project within Budget with Current/Projected Workload	20
4. Efficiency & Cost-Effectiveness	20
5. Certified Minority Business Enterprise • Include Copy of MBE Certification	5
	100

G. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner:

A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

The bid protest **shall** be filed with the Purchasing Agent not later than three (3) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

END OF INSTRUCTIONS

COMPANY INFORMATION/SIGNATURE SHEET RFQ #1103

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID # _____

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

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

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public