

AMENDMENT NO. 1

DATE: March 22, 2023

RE: SOLICITATION NUMBER: RFP No. 23-01

PROJECT: FINANCIAL AND ACCOUNTING SERVICES FOR METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

NOTICE is hereby given of the following changes or clarifications that have been issued and questions received regarding the above-referenced Solicitation:

1. NOTICE OF REVISED TIMETABLE: The “**Evaluation/Selection Committee Discussion, Evaluate and Shortlist or Recommend**” date and the **Posting – Intended Award** date have changed. The Solicitation Timetable is revised accordingly. **Please replace “Page 21” of this solicitation with the attached “Page 23(AMD1)” included in this Amendment No. 1.**
2. **SECTION 1-27** has been revised. Please replace “Page 18” of this solicitation with the attached “Page 18(AMD1)” included in this Amendment No. 1.
3. **SECTION 3: Compensation of Section 21: SAMPLE CONTRACT** has been revised. Please replace “Page 69” of this solicitation with the attached “Page 71(AMD1)” included in this Amendment No. 1.
4. “**Sample Contract**” **APPENDIX A: NONDISCRIMINATION** has been revised. Please replace “APPENDIX A” of this solicitation with the attached “APPENDIX A(AMD1)” included in this Amendment No. 1.

1. QUESTIONS AND ANSWERS:

1. QUESTION: Has BMPO historically outsourced the services listed in section 2-1, Scope of Services?

ANSWER: No, MTECC is a new entity formed as an interlocal agency among municipalities in Broward County in 2022. The services did not exist and will be outsourced from the start for this entity. BMPO has provided finance and accounting services primarily through BMPO resources since becoming an independent entity (separate from Broward County). However, in the future BMPO reserves the right to access these services for the BMPO to supplement its finance and accounting services.

2. QUESTION: Are financial statements available for the BMPO and the MTECC? If financial statements are not available, can you provide the most recently adopted budgets for each entity?

AMENDMENT NO. 1

ANSWER: MTECC is a new entity created in 2022 so no financial statements are available. The MTECC Proposed Budget is provided as APPENDIX “B” in the solicitation documents. BMPO budget can be found at the following link: [Unified Planning Work Program \(UPWP\) \(browardmpo.org\)](http://browardmpo.org)

3. **QUESTION:** Section 2-1, Scope of Services indicates that there are a number of significant services that may be included in this contract, but the contracted services are not limited to this list.

ANSWER: MTECC is a “start-up” separate legal entity with a very limited budget and limited activities until projects begin to move forward. The key activities are listed in Section 2-1 Scope of Services of the RFP. These services will be the responsibility of the selected Proposer. Any services BMPO may require in the future will be separately identified and scoped. Staffing, hours, and timing proposed by the Contractor will be negotiated at the time of the identification of the services on a task work order basis.

SECTION 2-1, Scope of Services has been revised. Please replace “Page 20 through Page 21 ” of this solicitation with the attached “Page 20(AMD1) through Page 22(AMD1)” included in this Amendment No. 1.

4. **QUESTION:** Section 2-1 further states that BMPO is seeking a fixed price for these services.

Given that the extent of services that will be requested/performed under this contract has not yet been determined, it is challenging to provide a competitive fixed price quote. Would the BMPO consider accepting bids including pricing for the individual services listed in section 2-1, or bids including hourly rates for professional time?

ANSWER: Please see response for question 3 above. The services for MTECC will be provided by the Successful Proposer and should be priced accordingly. The Price Proposal Form has been adjusted to allow for hourly rates for professional time for any services that MTECC and the BMPO may require in the future.

SECTION 18: Price Proposal Form, has been revised. Please replace “Page 62” of this solicitation with the attached “Page 64(AMD1) – Page 65 (AMD1)” included in this Amendment No. 1.

- Conduct general ledger account reconciliations and maintenance of subsidiary records.
- Board and Committee meeting preparation, including reports and attendance (either in-person or virtually) upon request.
- Provide for the receipt of revenues and timely payment of obligations in accordance with Federal laws and regulations and state laws and rules.
- Manage banking services and relationships.
- Provide a lead point of contact for the MTECC Executive Director on accounting and financial activities.
- Advise management regarding key financial information and business metrics.
- Provide accounting/financial support services to BMPO.

2-2 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the determination of qualified firms shall be as follows, and may be altered at any time, as best meets the needs of the BMPO. Scheduled meetings may be held virtually, in accordance with procedures to be developed by the BMPO. Any updates to meeting locations will be provided on the BMPO website: <https://www.browardmpo.org/procurement/current-solicitations> and/or <http://www.browardmpo.org/index.php/calendar>

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	March 6, 2023	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Questions (Submit via email only)	March 16, 2023	5:00 pm	Via Email to BMPO Procurement Officer: Brossc@browardmpo.org
Deadline for Offers Due Advertisement Closing Date	March 28, 2023	4:00 pm	BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Opening of Sealed Offers	March 28, 2023	On or about 4:15 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluate and Shortlist or Recommend	April 4, 2023 April 5, 2023	On or about 2:00 pm 9:00 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	April 5, 2023 April 6, 2023	On or about 2:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
BMPO Board Approval of Intended Award	April 13, 2023	On or about 9:30 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

By submitting an Offer for the services, all Offerors acknowledge and agree that no enforceable Agreement arises until the BMPO signs the Agreement, that no action shall lie to require the BMPO to sign such Agreement at any time, and that each Offeror waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the BMPO not signing such Agreement.

1-26 AMENDMENTS

The BMPO reserves the right to issue amendments to this RFP. Each Offeror shall acknowledge receipt of such amendments on the form provided in Section 5. In the event any Offeror fails to acknowledge receipt of such amendments, his/her Offer shall nevertheless be construed as though the amendments had been received and acknowledged and the submission of his/her Offer shall constitute acknowledgment of receipt of all amendments, whether or not received by him/her. It is the responsibility of each prospective Offeror to verify that he/she has received all amendments issued before depositing the Offer with the BMPO.

1-27 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (7% for FTA) without the use of contract goals.

1. The BMPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The BMPO will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.
3. The BMPO will not employ local or regional preferences in the evaluation or award of the contract.
4. The BMPO is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women’s programs will not be used in award, evaluation or delivery of the contract.

Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>. This office also

30, 2028, unless extended pursuant to Section 2.3 below or terminated earlier pursuant to Section 4 of this Agreement.

- 2.3 The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

- 3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the total amount not to exceed _____ AND NO/100 Dollars (\$_____.00), contingent upon the appropriation of funds.. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

~~3.1.1 Compensation for the Scope of Services shall be based upon a fixed annual fee, payable in equal installments per month. As full compensation for all such work performed under this Agreement for these Financial and Accounting Services.~~

- 3.2 CONTRACTOR will submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously.
- 3.3 BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____ FOR
FINANCIAL AND ACCOUNTING SERVICES FOR METRO TRANSPORTATION
ENGINEERING & CONSTRUCTION COOPERATIVE**

**APPENDIX “A”
(AS REFERENCED IN PARAGRAPH 7.4)**

NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) 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.
- (2) **Nondiscrimination:** The Contractor, 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 materials and leases of equipment. The Contractor 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 Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’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.

- (4) **Information and Reports:** The Contractor shall 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 *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the 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.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the 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 Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **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 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, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the [FDOT Design Manual](#) or [Florida GreenBook](#), as applicable; 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).”

(8) NonDiscrimination Language for the Public: The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact _____ at _____ or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least _____ days in advance.*

(9) Cooperation with MPO Oversight: The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.

SECTION 2: SPECIFIC TERMS AND CONDITIONS

2-1 SCOPE OF SERVICES

The Broward Metropolitan Planning Organization (BMPO) is a dynamic, federally mandated public agency that serves as a catalyst for change in transportation. With the coordination of 31 local governments and municipalities, more than 1.8 million residents, and over 13 million visitors each year, the Broward MPO enables seamless transportation and redevelopment in Broward County that provides an opportunity for people and communities to grow and thrive. More information regarding the BMPO can be obtained at: <https://www.browardmpo.org/>.

The Metro Transportation Engineering & Construction Cooperative (MTECC) is a self-governed and self-funded cooperative created by local municipalities to facilitate the planning, design, and construction of transportation related projects throughout Broward County. Annual dues from participating municipalities cover overhead while projects costs are covered through federal project awards. More information regarding MTECC can be obtained at: <https://www.browardmpo.org/major-initiatives/metro-transportation-engineering-construction-cooperative-mtecc>.

The BMPO will retain a firm for ~~a firm fixed price~~ one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract for financial and accounting services, to manage and support activities for the BMPO and the newly developed MTECC. MTECC has been created as a separate legal entity, pursuant to Section 163.01 (7), Florida Statutes, and constituted pursuant to the terms of the interlocal agreements executed by the BMPO and the founding member municipalities.

The BMPO and successful offeror will together define separately identified deliverables and execute their completion through mutually agreed upon separate task work orders, which will include a scope of work, schedule, and not to exceed compensation amount for BMPO accounting service.

For pricing, the Offeror shall complete the attached Price Proposal Form (SECTION 18), identifying average rates per rate class (includes salary rate, benefits, and company overhead) and reimbursable costs to be charged to the BMPO for those respective services. Pricing for each Task Work Order will be based on the rates in the Offeror's Price Proposal Form in the Successful Offeror's response.

Once signed by both parties, each BMPO task work order, together with a notice to proceed, will function as the authorization to commence and complete the agreed deliverables. A fully executed work order and subsequent notice to proceed will be required prior to any work being performed.

Services provided by the Successful Offeror may encompass a wide range of financial and accounting services with the possibility of several different types of service deliverables. Examples of the services may include but are not limited to:

- Develop and implement an accounting system that meets the Governmental Accounting Standards Board and General Accounting Office requirements for accounting and reporting.
- Develop and manage the MTECC annual budget and develop monthly budget to actual reports for the overall entity.
- Provide an annual report that includes all required financial statements and notes to financial statements prepared in accordance with generally accepted government accounting principles.
- Provide monthly financial statements.
- Conduct general ledger account reconciliations and maintenance of subsidiary records.
- Board and Committee meeting preparation, including reports and attendance (either in-person or virtually) upon request.
- Provide for the receipt of revenues and timely payment of obligations in accordance with Federal laws and regulations and state laws and rules.
- Manage banking services and relationships.
- Provide a lead point of contact for the MTECC Executive Director on accounting and financial activities.
- Advise management regarding key financial information and business metrics.
- Provide accounting/financial support services to BMPO.

Responsibilities of the BMPO

The BMPO will be responsible for the following:

- The BMPO will provide a Project Manager who will be responsible for the day-to-day management of the contract, all issued task work orders, and processing consultant invoices for payment. The BMPO Project Manager will coordinate with the consultant's Project Manager on the preparation and execution of all task work orders.
- The BMPO will provide the successful offeror, prior to the execution of any task work order, a draft scope of work, including an itemized list of deliverables, a completion schedule, and total allowable cost for each.
- The BMPO will provide the successful offeror with suggested revisions and comments on all deliverables within 15 working days from the date that draft deliverables are received from the consultant.
- The BMPO will coordinate any public outreach efforts and public comments required to complete any deliverable.

Responsibilities of the Consultant

The consultant will be responsible for the following:

- The consultant will provide a Project Manager who will be the primary point of contact for the BMPO Project Manager. The consultant's Project Manager will assist the BMPO's Project Manager in the preparation of each task work order. The consultant's Project Manager will meet with the BMPO's Project Manager on a regular basis and provide progress reports by task work order on a monthly basis or as needed.
- The consultant will provide the BMPO with an electronic copy of all draft deliverables for BMPO staff review within the required time schedule as specified in the task work orders and in accordance with all applicable federal and state laws, regulations, rules, procedures, and policies.
- The consultant will review and check all draft deliverables for accuracy, quality and consistency prior to review by BMPO staff as well as other relevant BMPO planning partners.
- The consultant will revise draft deliverables to reflect agreed-upon revisions and comments provided by BMPO staff within 15 working days of the date that the edits are approved to by both consultant and BMPO staff.
- The consultant will provide the BMPO all final deliverables in the formats and in the quantities as documented within each task work order
- The contract will be for a period of three (3) years with the BMPO having the sole option to renew the Contract for two (2) one (1) year extension periods.

Special Comments

The services identified within the "Scope of Services" section are an outline of general activities that can be expected to be performed under the IDIQ contract. A more specific and deliverable-based scope of work will be provided within each individual work order issued pursuant to the Agreement. The BMPO shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in the Scope of Services will be assigned during the term of the Agreement. The BMPO may, at its sole option, elect to have any or none of the services assigned.

SECTION 18: PRICE PROPOSAL FORM

RFP NO. 23-01 FINANCIAL AND ACCOUNTING SERVICES FOR METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

Staff Titles	Hourly Rate (+)		Sample Hours FY 2023-24 (*)	Totals
Partner		X	4	
Director/ Assc Partner		X	0	
Senor Manager		X	6	
Manager		X	24	
Senior Associate		X	72	
Associate		X	100	
Analyst		X	120	
Clerical		X	24	
Totals			350	

Staff Titles	Hourly Rate (+)		Sample Hours FY 2024-25 (*)	Totals
Partner		X	6	
Director/ Assc Partner		X	0	
Senor Manager		X	10	
Manager		X	24	
Senior Associate		X	88	
Associate		X	120	
Analyst		X	140	
Clerical		X	24	
Totals			412	

Staff Titles	Hourly Rate (+)		Sample Hours FY 2025-26 (*)	Totals
Partner		X	8	
Director/ Assc Partner		X	0	
Senor Manager		X	12	
Manager		X	30	
Senior Associate		X	110	
Associate		X	150	
Analyst		X	170	
Clerical		X	30	
Totals			510	

Total for All Three Years _____

Staff salary increase percentage in optional years four and five _____

Notes

(*) – Hours are for illustration purposes and to assist in the evaluation only and do NOT reflect expected work levels as these will be scoped, proposed and negotiated for each work order.

(+) – Hourly rates proposed are fixed for each year shown above and for the percentage increase years four and five.