

AMENDMENT NO. 1

DATE: February 24, 2022

RE: SOLICITATION NUMBER: RFQ No. 22-01

PROJECT: General Planning Consultant Services

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

2-2 Solicitation Timetable has been revised. Please replace “Page 24” of this solicitation with the attached “Page 24 (AMD1)” included in this Amendment No. 1.

1. QUESTION: The executive summary section mentions to include “a list of all projects in the last three years.” Is this listing of projects included within the 10-page limit?

ANSWER: No, the page limit does not include the executive summary (list of all projects).

2. QUESTION: Please clarify what proposal content falls within the 10-page limit. Does this include all the first 5 chapters including cover letter, table of contents, executive summary, technical information, and the organizational chart? Or does it pertain to just the project approach?

ANSWER: The 10 page limit shall include but not be limited to the project approach and the evaluation criteria as identified in Section 2-7. The 10 page limit does not include cover letter, table of contents, executive summary, resumes, organization chart, nor the required attachments and qualification forms.

3. QUESTION: Which forms are subconsultants required to provide in the offer?

ANSWER: There are no forms required to be provided by the subconsultants. The Prime consultant must complete and provide the required forms. However, it is the Prime consultant’s responsibility to confirm and verify that any and all subconsultants proposed for its team are responsible and responsive to the RFQ requirements.

4. QUESTION: Do subconsultants need to provide litigation history?
ANSWER: No, subconsultants do not need to provide litigation history. However, it is the Prime consultant's responsibility to confirm and verify that any and all subconsultants proposed for its team are responsible and responsive to the RFQ requirements.
5. QUESTION: In Section 3-5.4 Offer Format it states a page limit of 10 pages which includes items 1-5 in Table 3-4.1. Please point us to where we can find Table 3-4.1 which will illustrate Items 1-5 that are limited to a total of 10 pages.
3-5.4 Offer Format The Offer (**which specifically includes Items 1-5 in Table 3-4.1, below**) shall be typewritten on 8 ½ x 11 inch white paper, with a maximum of 10 pages total. This page limitation is not intended to include any required attachments, i.e., resumes qualification forms, etc. All pages shall be secured by binding. Bindings and covers will be at the Offer's discretion. Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.”
ANSWER: There is no Table 3-4.1 in this solicitation package. The highlighted reference of Table 3-4.1 was an inadvertent typographical error and it should have read Table 3-5.4.
➤ **Section 3-5.4 Offer Format has been revised, please replace “Page 37” of this solicitation with the attached “Page 37 (AMD1)” included in this Amendment No. 1.**
6. QUESTION: In Section 2-9 2d on page 31 please replace “modification, or change” with “or non-renewal”.
ANSWER: The Broward MPO will not consider this change and the current language in Section 2-9 2d on page 32 will remain as written in this solicitation.

7. QUESTION: The indemnification language in section 5 on page 74, specifically the last sentence, is void under Florida Statute 725.08 and we believe it is unenforceable. We request that this language be removed to make the rest of the provision compliant with the statute.

ANSWER: Section 725.08, Fla. Stat. has to do with design professional contracts. A professional services contract is defined as “relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement.” This RFQ does not fall under this statute.

8. QUESTION: In section 6.2 on page 74, please replace “.. failure of any subcontractor” with “... failure of any subcontractor hired directly by the contractor”.

ANSWER: The proposed change for Section 6 (6.2) Insurance is acceptable.

- **Section 6 (6.2) Insurance has been revised, please replace “Page 74” of this solicitation with the attached “Page 74 (AMD1)” included in this Amendment No. 1.**

9. QUESTION: Can you please provide the Bid Opportunity List form? This is no longer prepared in a form template on FDOT jobs. The sub information is uploaded to an FDOT site. There is no form available, at least not that I could locate.

ANSWER: Please utilize the form provided in Section 16 Page 63.

10. QUESTION: Who are the current incumbents/contract holders?

ANSWER: There are four (4) current incumbents/contract holders. Listed in alphabetical order: HDR Engineering, Kimley Horn & Associates, TY Lin & Associates, Whitehouse Group Inc.

11. QUESTION: We kindly ask that an extension to the closing date be provided.

ANSWER: The current Deadline for Offers Due and Advertisement Closing Date shall remain March 8, 2022 at 4:00 pm.

12. QUESTION: Does the Broward MPO anticipate oral presentations/interviews of shortlisted offerors to be in person or held virtually?

ANSWER: Yes, if the Broward MPO requires the Offerors to perform oral presentations/interviews, Offerors must attend and present in person.

13. QUESTION: Per section 3-5.4 of the RFQ, the offer should be a maximum of 10 pages comprised of section 1 thru 5 of table 3-4.1. What counts towards the 10 pages? Would a cover page prior to the letter of intent count towards the 10 pages? Would the table of contents count towards the 10 pages?

ANSWER: The 10 page limit shall include but not be limited to the project approach and the evaluation criteria as identified in Section 2-7. The 10 page limit does not include cover letter, table of contents, executive summary, resumes, organization chart, nor the required attachments and qualification forms.

14.QUESTION: In section 2-6 of the RFQ, the executive summary states to provide a list of all projects in the last three years for offeror and subconsultants, a list of projects will be very extensive. Would this list count towards the page limit?

ANSWER: No, the page limit **does not** include the executive summary (list of all projects).

15.QUESTION: Part D. of section 15 on page 61 of the RFQ states “Professional References”.

- Are “Professional References” required on resumes for every proposed staff person?
- If yes, is there a required or expected format to provide “Professional References” on the resumes? (i.e., Would it be ok to provide Professional References alongside Project information on resumes?)

ANSWER: Professional references are required for all principals and key personnel. The expected format is to provide the “Professional References” in Part D of Section 15.

16.QUESTION: The list of items of section 15 on page 61 of the RFQ does not mention “Project Experience” for the resumes.

- Is it acceptable to include “Project Experience” on the resumes?

ANSWER: Please see Part E. Other Relevant Experience and Qualifications.

Offers/Proposers must acknowledge receipt of this Amendment by completing and returning Section 5 Acknowledgement Form with your sealed submittal package by the time and date of the closing. **Failure to do so may deem your offer/proposal non-responsive.**

package shall clearly indicate RFQ No. 22-01, General Planning Consultant Services Offeror's name, address and the name, telephone number, and email address of the Offeror's specific contact person. Each copy shall contain all required information in order to be considered responsive.

3-5.3 Signatures

Offers by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Responses by partnerships (or other Florida legally recognized business entities) shall be executed in the partnership (or business entities) name and signed by a partner or other entity official. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

3-5.4 Offer Format

The Offer (which specifically includes Items 1-5 in Table ~~3-4.1~~ 3-5.4, below) shall be typewritten on 8 ½ x 11 inch white paper, with a **maximum of 10 pages total**. **This page limitation is not intended to include any required attachments, i.e., resumes qualification forms, etc.** All pages shall be secured by binding. Bindings and covers will be at the Offeror's discretion. Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

Offers shall be organized in chapters according to Table 3.5.4. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a," "b," "c," etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a," "b," "c," etc.

Offers shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material, a response such as "no response is required" or "not applicable" is acceptable.

the extent considered necessary by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by BMPO.

Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

SECTION 6. INSURANCE

6.1 In order to insure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFQ (Exhibit "A"). This Agreement shall not be deemed approved until the CONTRACTOR has obtained all required insurance coverages and has supplied the BMPO with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The BMPO shall approve such certificates prior to the performance of any services pursuant to this Agreement.

6.2 CONTRACTOR shall make this same requirement binding on any of its subcontractors. CONTRACTOR shall indemnify and save the BMPO harmless from any damage resulting to them for failure of any subcontractor hired directly by the CONTRACTOR to take out or maintain such insurance.

SECTION 7. MISCELLANEOUS

7.1 Contract Administrator. The Contract Administrator is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, _ , [INSERT TITLE] for the BMPO is designated as the Contract Administrator.

7.2 Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

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.

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	February 11, 2022	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Questions (Submit via email only)	February 22, 2022	5:00 pm	Via Email to BMPO Procurement Officer: Brssc@browardmpo.org
Deadline for Offers Due Advertisement Closing Date	March 8, 2022	4:00 pm	BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Opening of Sealed Offers	March 8, 2022	On or about 4:15 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Evaluation of Offers and Determination of Shortlist	March 17, 2022 <u>March 21, 2022</u>	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Shortlisted Offers	<u>March 22, 2022</u>	<u>On or about 5:00 pm</u>	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Oral Presentations/Interviews of Shortlisted Offerors (If Needed).	March 23, 2022 <u>March 29, 2022</u>	On or about 9am to 12pm Order Selected in a Random Drawing	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluate and Recommend	March 23, 2022 <u>March 29, 2022</u>	On or about 2:00 pm After the last firm presentation	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Review of Recommended Firms Fee Packages	March 24, 2022 <u>March 30, 2022</u>	On or about 5:00 pm	BMPO Offices 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	March 25, 2022 <u>April 1, 2022</u>	On or about 2:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
BMPO Board Approval of Intended Award	April 14, 2022	On or about 9:30 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309