

DATE: September 9, 2022

RE: SOLICITATION NUMBER: RFP No. 22-05

PROJECT: FEDERAL LEGISLATIVE LIAISON SERVICES

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 **Deadline for Offers Due / Advertisement Closing Date** is being extended. The **Deadline for Questions** is being extended for questions concerning this Amendment No. 1 only. The Solicitation Timetable is revised accordingly. **Please replace “Page 22” of this solicitation with the attached “Page 22(AMD1)” included in this Amendment No. 1.**

2. QUESTIONS AND ANSWERS:

1. QUESTION: May we convert/copy parts “A” through “E “of the forms provided in Section 15: Personnel and paste them directly into our Word-based proposal template? Or do you prefer we provide that information directly onto those forms and insert them separately?

ANSWER: Items A through H on the Section 15 form can be included in that format in the resumes provided with your response.

2. QUESTION: Do the forms for Section 15: Personnel need to be signed? If so, should it be signed by the subject of each personnel form? Or can our team’s leader sign each form on each team member’s behalf?

ANSWER: Yes, the form shall be signed by the Contractor’s Authorized Official.

Section 15: Personnel has been revised. Please replace “Page 59” of this solicitation with the attached “Page 59 (AMD1)” included in this Amendment No. 1.

3. QUESTION: On Page 35 of the RFP, it states: “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.” There does not seem to be a “Table 3-4.1” in the RFP document. Did you mean that to be Table 3.5-4, the “Offer Format” on Page 36?

ANSWER: SECTION 3, Paragraph 3-5.4 Offer Format in the RFP has been revised. Please replace “Page 35” of this solicitation with the attached “Page 35 (AMD1)” included in this Amendment No. 1.

4. QUESTION: If that is the case, would “Items 1-5” described on Page 35 would be Chapters 1-5 on Page 36?

ANSWER: Yes. See answer for QUESTION 3.

5. QUESTION: On Page 34 of the RFP, under Section 3-5.3 Signatures, it says: “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.” Does the address requirement count only for the Letter of Intent? Or should the official address be included on all forms that have to be signed?

ANSWER: Where an address is required, partnerships shall use its official business address.

6. QUESTION: Is there a particular font you prefer our proposals to be in?

ANSWER: Times New Roman, Calibri and Arial are acceptable.

7. QUESTION: Are proposers permitted to offer oral or written communication to any of the Broward MPO Board members prior to the response being filed and after?

ANSWER: From the date of the issuance of this Amendment No. 1, all oral and written communication must be submitted to the designated point of contact for this Solicitation, the Procurement Officer.

8. QUESTION: Please advise if the following items count toward the 10-page response limit:
- a. Pg. 24 of the RFP, “iii) Executive Summary” requests that we provide a “list of all projects in the last three years” – do you mean a list of all clients that we provide federal lobbying services to? If yes, does this list count toward our 10-page response limit?
 - b. Do the Table of Contents, Cover Page, and Biographies count toward the 10-page response limit?
 - c. Section 3-5.4 says “The Offer (which specifically includes items 1-5 in Table 3-4.1, below)...with a maximum of 10 pages total.” – there is no Table 3-4.1, is this supposed to read “Table 3-5.4?”

ANSWER:

- a. **A list of clients is acceptable. It does not count toward the 10-page response limit.**
 - b. **The Table of Contents, Cover Page, and Biographies do not count toward the 10-page response limit.**
 - c. **See answer for QUESTION 3.**
9. QUESTION: Request modification of SECTION 2: SPECIFIC TERMS AND CONDITIONS, Paragraph 2-8 INDEMNIFICATION OF THE BMPO BY THE SUCCESSFUL OFFEROR.

ANSWER: SECTION 2, Paragraph 2-8 has been revised. Please replace “Page 29” of this solicitation with the attached “Page 29 (AMD1)” included in this Amendment No. 1.

10. QUESTION: Request modification of SECTION 2: SPECIFIC TERMS AND CONDITIONS, Paragraph 2-9 PROFESSIONAL LIABILITY INSURANCE, Sub-Paragraph d).

ANSWER: SECTION 2, Paragraph 2-9, Sub-Paragraph d) has been revised. Please replace “Page 30” of this solicitation with the attached “Page 30 (AMD1)” included in this Amendment No. 1.

11.QUESTION: Is the SECTION 17: E-VERIFY form required to be completed and signed?

ANSWER: Yes. In accordance with F.S. 448.095, the BMPO requires Offerors to submit the E-Verify form to confirm use of the E-Verify system to verify the work authorization status of all newly hired employees.

12.QUESTION: Request modification of SECTION 21: SAMPLE CONTRACT, SECTION 1. SCOPE OF SERVICES, Paragraph 1.3.

ANSWER: The requested modification of SECTION 21, SECTION 1, Paragraph 1.3 is not accepted. Requested conditions or exceptions may be considered at the sole discretion of the BMPO during the question-and-answer period; however, any Offer containing conditions or exceptions will be rejected as nonresponsive.

Refer to RFP SECTION 1: GENERAL TERMS AND CONDITIONS, Paragraph 1-11 CONDITIONS / EXCEPTIONS TO THE SOLICITATION.

13.QUESTION: Request modification of SECTION 21: SAMPLE CONTRACT, SECTION 4. TERMINATION, Paragraph 4.6.

ANSWER: SECTION 21, SECTION 4, Paragraph 4.6 has been revised. Please replace “Page 73” of this solicitation with the attached “Page 73 (AMD1)” included in this Amendment No. 1.

14.QUESTION: Request modification of SECTION 21: SAMPLE CONTRACT, SECTION 5 INDEMNIFICATION.

ANSWER: SECTION 21, SECTION 5 has been revised. Please replace “Page 73” of this solicitation with the attached “Page 73 (AMD1)” included in this Amendment No. 1.

15.QUESTION: Request modification of SECTION 21: SAMPLE CONTRACT, SECTION 6, INSURANCE, Paragraph 6.1.

ANSWER: SECTION 21, SECTION 6, Paragraph 6.1 has been revised. Please replace “Page 73” of this solicitation with the attached “Page 73 (AMD1)” included in this Amendment No. 1.

16. QUESTION: Request modification of SECTION 21: SAMPLE CONTRACT, SECTION 6, INSURANCE, Paragraph 6.2.

ANSWER: SECTION 21, SECTION 6, Paragraph 6.2 has been revised. Please replace “Page 74” of this solicitation with the attached “Page 74 (AMD1)” included in this Amendment No. 1.

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.**

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: <http://www.browardmpo.org/index.php/solicitations/current-solicitations> and/or <http://www.browardmpo.org/index.php/calendar>

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	August 19, 2022	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Questions (Submit via email only)	August 31, 2022	5:00 pm	Via Email to BMPO Procurement Officer: Brossc@browardmpo.org
<u>Deadline for Questions for this Amendment No. 1 only. (Submit via email only)</u>	<u>September 15, 2022</u>	<u>5:00 pm</u>	<u>Via Email to BMPO Procurement Officer: Brossc@browardmpo.org</u>
Deadline for Offers Due Advertisement Closing Date	September 13, 2022 September 27, 2022	4:00 pm	BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Opening of Sealed Offers	September 13, 2022 September 27, 2022	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	September 22, 2022 TBD	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Oral Presentations/Interviews of Shortlisted Offerors (If Required)	October 3, 2022 TBD	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 (If Required)	October 3, 2022 TBD	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	October 4, 2022 TBD	On or about 2:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
BMPO Board Approval of Intended Award	October 13, 2022 TBD	On or about 9:30 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

Technical Evaluation Criteria Scoring

9 - 10 Outstanding – Proposer exemplifies superior and/or exceptional characteristics in the evaluation criteria categories.

7 – 8 Very Good – Proposer illustrates extremely strong, but not exceptional, characteristics in the evaluation criteria categories.

5 – 6 Satisfactory – Proposer demonstrates competitive average characteristics in most of the evaluation criteria categories. Proposer may be particularly strong in only one or more areas.

3 – 4 Poor – Proposer does not stand out. Evaluator has substantial concerns about the overall strength of the Proposer.

1 – 2 Unsatisfactory – Proposer has serious deficiencies when compared to most of the evaluation criteria categories. In addition, several items may not be addressed or may be missing.

Price Evaluation Criteria	Weight
<p>Price Evaluation Criteria</p> <ul style="list-style-type: none">Costs for Service (20 points): Proposals will be evaluated based on the firm fixed pricing submitted on the Price Proposal Form, which shall include all expenses including travel for the services. The lowest total price Offer shall receive the maximum 20 points for this criterion. The remaining Offers shall be rated on a sliding scale using the following formula: $(\text{Low Price} / \text{Offeror's Price}) \times \text{Price Points} = \text{Offeror's Awarded Points}$	20

2-8 INDEMNIFICATION OF THE BMPO BY THE SUCCESSFUL OFFEROR

The Successful Offeror shall indemnify, and hold harmless the BMPO, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, excluding consequential damages, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Offeror and other persons employed or utilized by the Successful Offeror in the performance of the services under the Contract.

2-9 PROFESSIONAL LIABILITY INSURANCE

- a) The Successful Offeror shall furnish to the BMPO certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below.
 - 1) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The Broward Metropolitan

Planning Organization **must** be shown as an additional insured with respect to this coverage.

- 2) Professional Liability Insurance (Errors and Omissions) with limits not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate.
 - 3) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the BMPO.
 - 4) Workers' Compensation Insurance for all employees of the Offeror as required by Florida Statutes Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.
- b) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Successful Offeror.
- c) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- 1) The company must be rated no less than "B" as a management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the BMPO; or
 - 2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- d) Certificates for non-PLI insurance will indicate no cancellation, ~~modification, or change in~~ of insurance shall be made without ~~sixty (60)~~ thirty (30) days written advance notice to the certificate holder, except for ten (10) days written advance notice for nonpayment of premium.
- e) Compliance with the foregoing requirements shall not relieve the Successful Offeror of his liability and obligation under this section or under any other section if this section or under any other section of the Contract.

3-5.4 Offer Format

The Offer (which specifically includes Items 1-5 in Table ~~3-4.4~~ 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 Offer'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.

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SECTION 15: PERSONNEL

For all principals of the Offeror and key personnel providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format; however, additional information may be provided at the option of the Offeror. **Do not include social security numbers or personal information.**

- A. Name and Title
- B. Years Experience with:
 - This Contractor:
 - With Other Similar Contractors:
- C. Education:
 - Degree(s):
 - Year/Specialization:
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. List specifically the number of crew members that will be assigned to provide services, if awarded the Contract, and identify their respective tasks.
- G. Attach applicable licenses for each individual performing Services pursuant to this Contract.
- H. If applicable, attach documentation demonstrating Offeror's status as a disadvantage business entity (DBE) and documentation demonstrating the DBE status of any proposed subcontractors and subconsultants.

Signature

Title

Name

Date

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.

- 4.6** In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages. In no event shall the CONTRACTOR be liable to the BMPO for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR hereby agrees, excluding consequential damages, to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To 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 RFP (Exhibit "A"), with exception noted below in Section 6.2. 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 to take out or maintain such insurance. Certificates of Insurance for non-PLI insurance shall indicate no cancellation of Insurance shall be made without at least thirty (30) days written advance notice to the BMPO, except for at least ten (10) days written advance notice for nonpayment of premium.

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, Paul Calvaresi, [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.

7.3 Audit and Inspection Rights and Retention of Records; Public Records.

7.3.1 BMPO shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

7.3.2 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records,