

AMENDMENT NO. 1

DATE: August 31, 2023

RE: SOLICITATION NUMBER: RFQ No. 24-05

PROJECT: SAFE STREETS AND ROADS FOR ALL (SS4A) BROWARD REGIONAL SAFETY ACTION PLAN

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 SOLICITATION TIMETABLE: The “**Evaluation/Selection Committee Evaluation of Offers and Determination of Shortlist**” time has changed. The Solicitation Timetable is revised accordingly. **Replace “Page 44” of this solicitation with the attached “Page 44(AMD1)” included in this Amendment No. 1.**
2. NOTICE OF REVISION TO SECTION 3. COMPENSATION (NOT RELATED TO QUESTIONS AND ANSWERS): **Replace “Page 93” of this solicitation with the attached “Page 93(AMD1)” included in this Amendment No. 1.**
3. NOTICE OF REVISION TO APPENDIX A (NOT RELATED TO QUESTIONS AND ANSWERS): **Replace “APPX A 3 OF 3” of this solicitation with the attached “APPX A 3 OF 3(AMD1)” included in this Amendment No. 1.**
4. QUESTIONS AND ANSWERS: See attached “Exhibit 1”.

2-3 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. 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)	August 15, 2023	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Questions (Submit via email only)	August 24, 2023	5:00 pm	Via Email to BMPO Procurement Officer: Brossc@browardmpo.org
Deadline for Offers Due Advertisement Closing Date	September 12, 2023	4:00 pm	BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Announcement of Receipt of Sealed Offers	September 12, 2023	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	September 21, 2023	On or about 9:00 am 1:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Oral Presentations/Interviews of Shortlisted Offerors.	October 4, 2023	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	October 4, 2023	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	October 5, 2023	NLT 5:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Negotiations Meeting(s)	October 18, 2023	On or about 2:00 pm	BMPO Offices 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
BMPO Board Approval of Intended Award	November 2, 2023	On or about 9:30 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

SECTION 3: OFFER PRThe 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, the total amount not to exceed \$_____, contingent upon the appropriation of funds. ~~The BMPO shall request consultant services on an as-needed basis.~~ There is no guarantee that any or all of the services described in Exhibit "A" will be assigned during the term of this Agreement. The BMPO may, at its option, elect to have any or all of these specified services. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the fees as indicated on attached Exhibit "B". 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.

Prior to beginning the performance of any services under this Agreement, a Notice to Proceed will function as the authorization for the CONTRACTOR to compete the services and deliverables.

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 which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.

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.

(10) The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Exhibit 1
 RFQ No. 24-05
 SAFE STREETS AND ROADS FOR ALL (SS4A)
 BROWARD REGIONAL SAFETY ACTION PLAN

Number	Submittal Date	Question
1	8/18/23	<p>Question: Where does Section 18 Scrutinized Companies go? It was not listed in the required Chapters.</p> <p>Answer: Section 18 has been added to Table 3-5.4 – Offer Format. Replace “Page 58” of this solicitation with the attached “Page 58 (AMD1)” included with this Amendment No. 1.</p>
2	8/18/23	<p>Question: The RFP requests, “normal margins and spacing.” Will you please clarify what constitutes normal margins and spacing?</p> <p>Answer: Normal margins can consist of ½ inch to 1 inch space between the text and each edge of the paper. Normal spacing would be single-spaced, but where applicable, other spacing is acceptable.</p>
3	8/18/23	<p>Question: Does Broward MPO prefer that we follow the outline of Chapters provided in the Offer Format table (page 58 of 108) or the outline of content under “Sealed Offers” (pages 59-61 of 108)? The two do not match in content or order.</p> <p>Answer: As indicated on Page 57 of 108, “Offers shall be organized in chapters according to Table 3.5.4. Chapters shall be separated by a tab indicating the chapter number”.</p>
4	8/18/23	<p>Question: Page 46 of 108 (under Executive Summary) asks for experience/projects from the past three years. However, page 60 of the proposal requests, “A summary of the awarded and serviced comparable jobs for the past five (5) years shall be provided.” Do you prefer that we adhere to the past three-years requirement or the past-five years requirement when showing project experience?</p> <p>Answer: Per Page 46 of 108 (Executive Summary), provide “a list of all projects in the last three (3) years” in the Executive Summary. Per Page 60 of 108, Paragraph 3-7.4 Experience, provide “a summary of the awarded and serviced comparable jobs for the past five (5) years”.</p>

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5	8/18/23	<p>Question: Page 46 of the RFP states that, “In addition to the information requested in the Offeror Form, Offeror shall provide the following information to supplement the Offeror Form within Chapter 7 of the Offer...” Will you please clarify if this information should be considered a continuation of the form or separate from the form? Will it count as part of the attachment or count toward the page limit?</p> <p>Answer: The information should be a continuation of the form and will not count towards the page limit.</p>
6	8/18/23	<p>Question: Do the required tabs, the proposal cover, the table of contents, and section dividers count toward the 20 page limit? They were not listed as exceptions.</p> <p>Answer: No.</p>
7	8/18/23	<p>Question: The order of the Chapters does not match the order of the numerical order of the forms. Will you please confirm that we should adhere to the order of the Chapters and not the numbering of the forms?</p> <p>Answer: As indicated on Page 57 of 108, “Offers shall be organized in chapters according to Table 3.5.4. Chapters shall be separated by a tab indicating the chapter number”.</p>
8	8/18/23	<p>Question: The Non-Collusion Affidavit that we are being asked to sign has us confirming that hourly rates are attached and fair. However, rates were not requested for this proposal. The RFP stated that the financial package would only be submitted by the successful offeror. Is there a different version of this form we should sign? Will you please advise how to proceed with this form?</p> <p>Answer: Complete the Form as provided. This is a mandated regulatory “form”, it is expected that any hourly rates that are provided and submitted to the MPO will be “fair”.</p>

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9	8/18/23	<p>Question: Will you please confirm that rates will only be required from the successful offeror at a later time and should not be included with this proposal??</p> <p>Answer: Confirmed, this Request for Qualifications solicitation does not require rates from Offerors with their proposals.</p>
10	8/18/23	<p>Question: Is the term “Executive Summary” being used interchangeably with “Letter of Intent” aka a cover letter?</p> <p>Answer: No. See Page 59 of 108, Paragraph 3-7.1 for the contents of the Letter of Intent.</p>
11	8/18/23	<p>Question: Page 46 of 108 lists the requirements of an Executive Summary and for Technical Information. However, there are not Chapters/sections dedicated to the executive summary information or technical information. Should we just break up that information and provide it in whatever chapters we deem appropriate or is there somewhere particular where you would like it all to appear?</p> <p>Answer: The Executive Summary should be included in Chapter 3; Technical Information should be included in Chapter 1. See the following revised pages, replacing “Page 46” of the solicitation with the attached “Page 46 (AMD1)”, and “Page 58” with the attached “Page 58 (AMD1)” included with this Amendment No. 1.</p>
12	8/18/23	<p>Question: If the executive summary does not have it’s own Chapter, can we put the following information within Chapters 2, 3, or 5: ability to perform work summary; firm background and experience; sub background and experience?</p> <p>Answer: The Executive Summary should be included in Chapter 3. See the following revised pages, replacing “Page 45 and 46” of the solicitation with the attached “Page 45 and 46 (AMD1)”, and “Page 58” with the attached “Page 58 (AMD1)” included with this Amendment No. 1.</p>

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13	8/18/23	<p>Question: If technical information does not have it's own Chapter, can we put the following information within Chapter 4: approach to organization management and responsibilities of management and personnel; Method employed for prompt service, customer satisfaction, complaint resolution, employee performance and training, schedule adherence?</p> <p>Answer: Technical Information should be included in Chapter 1. See the following revised page, replacing "Page 45" of the solicitation with the attached "Page 45 (AMD1)".</p>
14	8/18/23	<p>Question: Pages 46 & 47 of the RFP, under "Statement of Organization," state that we can include an org chart, a description of staff's work on similar projects, and resumes as part of Chapter 3. However, "Personnel" is section 5. Are we able to include the org chart, description of staff project work, and resumes in Section 5 instead since we are asked to provide personnel, their disciplines, and experience there?</p> <p>Answer: Yes.</p>
15	8/18/23	<p>Question: Do Chapters 8, 9, 10, and 12 count toward the page limit since they are not technically provided forms or are they also excluded from the page count since they are required attachments?</p> <p>Answer: No.</p>
16	8/18/23	<p>Question: Can you please provide a legible copy of the data availability table on page 36?</p> <p>Answer: See attached Exhibit 2.</p>

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17	8/18/23	<p>Question: Can you please clarify the timeframe of the project?</p> <p>Answer: See the following revised pages, replacing “Pages 23 and 24” of the solicitation with the attached “Pages 23 and 24 (AMD1)”. The term of the contract is 2 years from notice to proceed.</p>
18	8/18/23	<p>Question: Will you accept electronic submittals of the Offer package (via email, FTP upload, or any other means), in lieu of hard copies and flash drives? In light of our firm's efficiency and sustainability goals, we strive to minimize the use of physical and fuel resources to deliver products to clients whenever feasible.</p> <p>Answer: No. Submit the Offer per the instructions provided on Page 4 of 108.</p>
19	8/18/23	<p>Question: Regarding stipulation 2-1.b on RFQ page 20, can you clarify how the BMPO and Broward County may determine what constitutes an unfair competitive advantage of the successful offeror and its subconsultants which would render them ineligible for the procurement of future projects resulting from the SS4A Action Plan? Would a plan recommendation to consider further study of undetermined or concept-level corridor improvements along a general corridor alignment, for example, be considered a "project which results directly from the SS4A Action Plan" or would the successful offeror and its subconsultants have to be significantly involved in developing a future project's detailed scope of work before being considered to have an unfair competitive advantage?</p> <p>Answer: Regardless of their role or participation in the development of the SS4A Action Plan, the Successful Offeror (and any of its subconsultants) shall not be eligible to compete either as the prime or subconsultant for the procurement of those projects which result directly from the SS4A Action Plan. Potential conflicts will be reviewed by the County or other contracting entity, as applicable, on a case-by-case basis.</p>

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20	8/18/23	<p>Question: RFP item 3-5.4 states that the Offer (comprised of items 1-5 in Table 3-5.4) has a 20-page limit. Please confirm that items 2 and 3 in Table 3-5.4 (Chapter 2: "Offer Cover Sheet" and Chapter 3: "Offeror's Statement of Organization") and their required supplements are excluded from the 20 page limit since they are required forms.</p> <p>Answer: Confirmed. See the following revised pages, replacing "Page 57 and 58" with the attached "Page 57 and 58 (AMD1)" included with this Amendment No. 1.</p>
21	8/18/23	<p>Question: Is double-sided printing for the original and hard copies acceptable?</p> <p>Answer: Yes, but the forms cannot be double-sided.</p>
22	8/18/23	<p>Question: May electronic signatures be used for the Offer hard copies and the electronic copies on flash drives, as long as the original bound Offer contains original signatures in ink?</p> <p>Answer: Yes.</p>
23	8/18/23	<p>Question: Can you confirm that chapter divider tab pages as well as front and back covers of the compiled Offer document are excluded from the 20-page limit?</p> <p>Answer: Confirmed. However, any content provided on divider tab pages or on front and back covers of the compiled Offer document will not be considered in the evaluation process.</p>

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24	8/18/23	<p>Question: Can you confirm that the supplements to Chapter 2: "Offer Cover Sheet" (as listed in items 2-7.1.i, 2-7.1.ii, and 2-7.1.iv on RFQ pages 45-46) are excluded from the 20-page limit?</p> <p>Answer: Confirmed. See the following revised pages, replacing "Page 57 and 58" with the attached "Page 57 and 58 (AMD1)" included with this Amendment No. 1.</p>
25	8/18/23	<p>Question: Can you confirm that the supplements to Chapter 7: "Offeror Qualifications Form" (as listed in items 2-7.2.A through 2-7.2.D on RFQ pages 46-47) are excluded from the 20-page limit?</p> <p>Answer: Confirmed, the "supplements" are not included in the 20-page limit. The 20-page limit includes Chapters 4-5.</p>
26	8/18/23	<p>Question: Can you confirm that the supplements to Chapter 3: "Offeror's Statement of Organization Form" (as listed in items 2-7.5.A and 2-7.5.B on RFQ page 48) are excluded from the 20-page limit?</p> <p>Answer: Confirmed. See the following revised pages, replacing "Page 57 and 58" of this solicitation with the attached "Page 57 and 58 (AMD1)" included with this Amendment No. 1.</p>

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Question: Regarding the BMPO sample contract, we respectfully request the following exceptions/language modifications:

27	8/18/23	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Section / General Condition</th> <th style="text-align: center;">Location</th> <th style="text-align: center;">Proposed Amendment (Deletions in Red, Insertions in Blue)</th> <th style="text-align: center;">Rationale and Benefit</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Insurance</td> <td style="vertical-align: top;">RFQ Section 2-10 (d) and (g) (RFQ pages 52 and 53)</td> <td style="vertical-align: top;"> <p>d) Certificates will indicate no cancellation; modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. CONTRACTOR shall provide notice for policy changes.</p> <p>g) The Successful Offeror shall be responsible for assuring If insurance certificates are scheduled to expire during the term hereof, the Successful Offeror shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration upon new coverage binding at renewal. In the event</p> </td> <td style="vertical-align: top;"> <p>See the following revised pages, replacing “Page 52 and 53” of this solicitation with the attached “Page 52 and 53 (AMD1)” included with this Amendment No. 1.</p> <p>Edit proposed under language provided in section 7.16</p> <p>Our insurer will not state on the COI or provide an endorsement to provide notice of changes except for cancellation to the policy but we can agree to notify the BMPO should we have policy changes.</p> <p>Our insurer will not provide renewal certificates in advance of a renewal policy binding. They issue the certificates once the policy binds.</p> </td> </tr> </tbody> </table>	Section / General Condition	Location	Proposed Amendment (Deletions in Red, Insertions in Blue)	Rationale and Benefit	Insurance	RFQ Section 2-10 (d) and (g) (RFQ pages 52 and 53)	<p>d) Certificates will indicate no cancellation; modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. CONTRACTOR shall provide notice for policy changes.</p> <p>g) The Successful Offeror shall be responsible for assuring If insurance certificates are scheduled to expire during the term hereof, the Successful Offeror shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration upon new coverage binding at renewal. In the event</p>	<p>See the following revised pages, replacing “Page 52 and 53” of this solicitation with the attached “Page 52 and 53 (AMD1)” included with this Amendment No. 1.</p> <p>Edit proposed under language provided in section 7.16</p> <p>Our insurer will not state on the COI or provide an endorsement to provide notice of changes except for cancellation to the policy but we can agree to notify the BMPO should we have policy changes.</p> <p>Our insurer will not provide renewal certificates in advance of a renewal policy binding. They issue the certificates once the policy binds.</p>
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Insurance	RFQ Section 2-10 (d) and (g) (RFQ pages 52 and 53)	<p>d) Certificates will indicate no cancellation; modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. CONTRACTOR shall provide notice for policy changes.</p> <p>g) The Successful Offeror shall be responsible for assuring If insurance certificates are scheduled to expire during the term hereof, the Successful Offeror shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration upon new coverage binding at renewal. In the event</p>	<p>See the following revised pages, replacing “Page 52 and 53” of this solicitation with the attached “Page 52 and 53 (AMD1)” included with this Amendment No. 1.</p> <p>Edit proposed under language provided in section 7.16</p> <p>Our insurer will not state on the COI or provide an endorsement to provide notice of changes except for cancellation to the policy but we can agree to notify the BMPO should we have policy changes.</p> <p>Our insurer will not provide renewal certificates in advance of a renewal policy binding. They issue the certificates once the policy binds.</p>							

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			<p>Ownership of Documents</p> <p>RFQ Section 22</p> <p>Sample Contract Section 7.2</p> <p>(RFQ page 96)</p>	<p>Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are become and shall remain the property of BMPO <u>upon payment in full to CONTRACTOR for services provided and accepted under this Agreement</u>. 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. <u>Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to CONTRACTOR.</u></p>	<p>NO CHANGE TO LANGUAGE</p> <p>Edit proposed under language provided in section 7.16</p> <p>Ownership should only transfer upon payment for services rendered;</p> <p>We can only warrant use of materials for the intended purposes and cannot accept liability for other unintended uses.</p>	
			<p>Assignment and Performance</p> <p>RFQ Section 22</p> <p>Sample Contract Section 7.10, third paragraph.</p> <p>(RFQ page 99)</p>	<p>CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner pursuant to the reasonable <u>Standard of Care</u>.</p> <p><u>CONTRACTOR warrants all practices and procedures; workmanship and materials shall be consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time (Standard of Care).</u></p> <p><u>CONTRACTOR shall correct any Services that fail to conform to the Standard of Care set forth in this Agreement at the CONTRACTOR's own expense until such Services are approved by BMPO.</u></p>	<p>NO CHANGE TO LANGUAGE</p> <p>Edit proposed under language provided in section 7.16.</p> <p>At RFP Section 1-15 Award of A contract(f) Warranty BMPO references the Uniform Commercial Code. This is for the provision of tangible goods and is not appropriate for the provision of professional services.</p> <p>“Skillful and respectable” are vague terms and are subjective. This kind of language is not insurable.</p>	

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						<p>By tying the performance of Work to a defined Standard of Care that closely describes work in local marketplace conditions, this warranty becomes insurable, thus protecting BMPO.</p>	
			<p>Compliance with Laws</p>	<p>RFQ Section 22</p> <p>Sample Contract Section 7.14</p> <p>(RFQ page 100)</p>	<p>CONTRACTOR shall use the Standard of Care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.</p>	<p>NO CHANGE TO LANGUAGE</p> <p>If compliance with applicable laws is tied to a defined standard of care this protects BMPO because it becomes insurable</p>	
28	8/22/23	<p>Answer:</p> <p>Question: Who will be on the selection committee?</p> <p>Answer: Answer. Be reminded that a CONE OF SILENCE is in effect.</p> <ul style="list-style-type: none"> - Bryan Caletka, Director of Transportation (Broward MPO) - William Cross, Deputy Executive Director, Planning & Programming (Broward MPO) - James Cromar, Deputy Executive Director, Federal Grants (Broward MPO) - Scott Brunner, Director, Broward County Public Works, Traffic Engineering Division - Richard Tornese, Director, Highway Construction & Engineering, Public Works Department (Broward County) 					

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29	8/22/23	<p>Question: In which Chapter should we include Section 18: Contractor Certification Regarding Scrutinized Companies?</p> <p>Answer: Section 18 has been added to Table 3-5.4 – Offer Format. Replace “Page 58 of 108” of this solicitation with the attached “Page 58 of 108 (AMD1)” included with this Amendment No. 1.</p>
30	8/22/23	<p>Question: Is Section 15: Reserved to be included anywhere in our Offer or used for a certain purpose?</p> <p>Answer: Section 15 is not applicable to this solicitation.</p>
31	8/22/23	<p>Question: The RFQ states that the Offer shall be a maximum of 20 pages total, not including resumes of key personnel or any required attachments, certifications, and qualification forms. Does this page limit include covers (front and back) or tabs separating each chapter?</p> <p>Answer: No. However, information provided on tabs will not be evaluated.</p>
32	8/22/23	<p>Question: Who will be the Broward MPO’s and Broward County’s project manager?</p> <p>Answer: The BMPO’s Project Manager is James Cromar, Deputy Executive Director, Federal Grant Department. The County Administrator has not identified the Broward County project manager at this time. See the following revised page, replacing “Page 96” of this solicitation with the attached “Page 96 (AMD1)” included with this Amendment No. 1.</p>

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Number	Submittal Date	Question
33	8/22/23	<p>Question: To confirm, will an 11x17 inch page for an organizational chart or schedule (folded to standard size when submitted) only be counted as one (1) page?</p> <p>Answer: Confirmed.</p>
34	8/23/23	<p>Question: In Section 6.2 on page 95, please replace “.. failure of any subcontractor” with “...failure of any subcontractor hired directly by the contractor”.</p> <p>Answer: No change to current RFQ language.</p>
35	8/24/23	<p>Question: Section 2-1(a) on page 20 states that the Fee Submittal Package should be included in the Submittal Offer. However, Section 2-8 on page 49 states that upon shortlisting of offerors, the highest ranked offeror will be required to provide its Fee Submittal Package at that time. Please clarify if we are to submit pricing with this proposal submission.</p> <p>Answer: Do not submit a Fee Submittal Package with the proposal submission. Upon intended award of the contract to the Successful Offeror, the Fee Submittal Package will be requested by the BMPO.</p>
36	8/24/23	<p>Question: Please provide guidance as to what level of detail should be included in the Fee Submittal Package, other than a firm fixed price along with hours per discipline and “audited hourly and overhead rates.” Would the MPO like rates, overhead, fee, etc. all broken out separately or submitted as fully loaded rates?</p> <p>Answer: The Fee Submittal Package will include rates, overhead, fees, etc. to be broken out separately.</p>

Exhibit 1
 RFQ No. 24-05
 SAFE STREETS AND ROADS FOR ALL (SS4A)
 BROWARD REGIONAL SAFETY ACTION PLAN

Number	Submittal Date	Question
37	8/24/23	<p>Question: Does page count include Letter of Intent, Table of Contents, and/or covers?</p> <p>Answer: No. See the following revised pages, replacing “Page 57 and 58” of this solicitation with the attached “Page 57 and 58 (AMD1)” included with this Amendment No. 1.</p>
38	8/24/23	<p>Question: How many of the intersections in the MPO have permanent high-definition cameras?</p> <p>Answer: The BMPO does not own or operate any equipment at intersections. The Successful Offeror will be able to coordinate with Partners to obtain any pertinent and available data on transportation systems.</p>
39	8/24/23	<p>Question: Will 11x17 sized pages count as one page?</p> <p>Answer: Yes, 11x17 sized pages (folded to standard size) will count as one page.</p>
40	8/24/23	<p>Question: Are there any restrictions on font type or size?</p> <p>Answer: No, as long as the submittal is legible.</p>
41	8/24/23	<p>Question: Can all of the required forms be submitted behind one single tabbed divider page (one divider/tab titled “Chapters 6 – 23: Required Forms”), instead of individual dividers/tabs for each Chapter/form?</p> <p>Answer: No, per Paragraph 3-5.4, “Offers shall be organized in chapters according to Table 3.5.4. Chapters shall be separated by a tab indicating the chapter number”.</p>

Exhibit 1
 RFQ No. 24-05
 SAFE STREETS AND ROADS FOR ALL (SS4A)
 BROWARD REGIONAL SAFETY ACTION PLAN

Number	Submittal Date	Question
42	8/24/23	<p>Question: On p. 48 of the RFQ, 6) Affidavits and Acknowledgements states that the “Offeror shall submit all affidavits, forms, certifications... (Section 4 through 20).” However, Table 3-5.4 – Offer Format does not include Section 18: Contractor Certification Regarding Scrutinized Companies (p. 84) in the Offer Format. Will that form be provided?</p> <p>Answer: See the following revised pages, replacing “Page 48” of this solicitation with “Page 48 (AMD1)” and “Page 58” with “Page 58 (AMD1)”. Chapter 24. Change to Section 4 through 21, Page 48</p>
43	8/24/23	<p>Question: To confirm, Section 21: Contractor Performance Evaluation Form should NOT be included in the Offer, correct?</p> <p>Answer: That is correct.</p>
44	8/24/23	<p>Question: Does the Table of Contents count toward the 20-page limit?</p> <p>Answer: No.</p>
45	8/24/23	<p>Question: Can infographics be included on the tabs/divider pages?</p> <p>Answer: No. Information provided on the tabs/divider pages will not be evaluated.</p>
46	8/24/23	<p>Question: Section 15 in the RFQ is listed as “Reserved.” Will a form for Section 15 be provided?</p> <p>Answer: No. Section 15 is not applicable to this solicitation.</p>

SAFE STREETS AND ROADS FOR ALL (SS4A)
BROWARD REGIONAL SAFETY ACTION PLAN

Number	Submittal Date	Question
47	8/24/23	<p>Question: Please clarify the age requirement for project experience; should projects be within the past three years or five years? In the RFQ, on page 46, item iii) Executive summary, states that the Offeror shall provide "...a list of all projects in the last three (3) years..."; on page 47, letter B) states "Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Offeror is either performing or has completed within the last five (5) years."</p> <p>Answer: As stated in Paragraph 2-7, 1), iii, a "<u>list of all projects</u> within the last three (3) years" is to be included in the Executive Summary. As stated in Paragraph 2-7, 2), B) "a <u>detailed description of comparable contracts</u> (similar in scope of services to those requested herein) which the Offeror is either performing or has completed within the last five (5) years" is to be included to supplement the Offeror Form within Chapter 7 of the Offer.</p>
48	8/24/23	<p>Question: Is it acceptable to omit sequential page numbers from the Offer front and back covers and the chapter divider tabs used to separate the chapters of the Offer, since those pages do not constitute the substance of the Offer?</p> <p>Answer: Yes.</p>
49	8/24/23	<p>Question: Does the cover, TOC, cover letter and dividers all need to be numbered?</p> <p>Answer: The cover, TOC, and cover letter need to be numbered. The dividers do not need to be numbered.</p>
50	8/24/23	<p>Question: Do the dividers between chapters count towards page limitations?</p> <p>Answer: No. However, information provided on the dividers will not be evaluated.</p>

Exhibit 1
RFQ No. 24-05
SAFE STREETS AND ROADS FOR ALL (SS4A)
BROWARD REGIONAL SAFETY ACTION PLAN

Number	Submittal Date	Question
51	8/24/23	<p>Question: May we attach additional pages for the Bid Opportunity List and DBE forms as needed to supply all the subconsultant information for our team?</p> <p>Answer: Yes. See Paragraph 3-5.4 for instructions on numbering additional pages.</p>
52	8/24/23	<p>Question: Should we attach all the licenses to the Offeror Qualification Form?</p> <p>Answer: Yes, as indicated on the form, Offerors must include a copy of each license or Business Tax Receipt listed with Offer.</p>
53	8/24/23	<p>Question: Will the table of contents count toward the 20-page limit?</p> <p>Answer: No.</p>
54	8/24/23	<p>Question: To confirm, are items iii) Executive summary and iv) Technical information (on page 46 of the RFQ) to be included in Chapter 2 of the Offer? Do both these items count toward the 20-page limit?</p> <p>Answer: The Executive Summary should be included in Chapter 3; Technical Information should be included in Chapter 1. The items do not count towards the 20-page limit. See the following revised pages, replacing “Page 46” of the solicitation with the attached “Page 46 (AMD1)”, and “Page 58” with the attached “Page 58 (AMD1)” included with this Amendment No. 1.</p>
55	8/24/23	<p>Question: To confirm, are a detailed description of comparable contracts within the last five years, contracts the Offeror has performed for the BMPO, and any other experiences related to the tasks set forth in the attached Scope of Services, to be included in Chapter 7? Does this information count toward the 20-page limit?</p> <p>Answer: Yes, this information is to be included in Chapter 7 and does not count towards the 20-page limit.</p>

Exhibit 1
RFQ No. 24-05
SAFE STREETS AND ROADS FOR ALL (SS4A)
BROWARD REGIONAL SAFETY ACTION PLAN

Number	Submittal Date	Question
56	8/24/23	<p>Question: On pages 47 and 60 of the RFQ, litigation history is requested from the past three years. On page 79 of the RFQ, litigation history is requested from the last five years. Shall litigation history for the past three years, and the past five years, be provided?</p> <p>Answer: Litigation shall be provided with the last three years. See the following revised pages, replacing “Page 79” of the solicitation with the attached “Page 79 (AMD1)”</p>

Exhibit 2

Broward MPO Data Availability

Category	Up to Date	Years Created	Source	Area	Date Type	Notes
Study Area Boundaries	N	2016	Broward MPO	Study	Map/GIS Data	
MTP Cost Feasible 2045	Y	2022	Broward MPO	Systems Plannin	Map/GIS Data	
Mobility Projects	Y	2021		Mobility	Map/GIS Data	
CSLIP	Y	2022	Broward MPO	Mobility	Map/GIS Data	
Congestion Management	Y	2020	Various	Systems Plannin	Map/GIS Data	
Complete Streets Master Plan	Y	2022	Broward MPO	Mobility	Map/GIS Data	
Climate Change/Resiliency	Y	2019	Various	Systems Plannin	Map/GIS Data	
Bridge Inventory	Y	2022	FDOT	Mobility	Map/GIS Data	
Work Area Characteristics	Y	2019	US Census	Demographics	Map/GIS Data	
Equity Data	Y	2022	US Census	Equity	Map/GIS Data	
Roadway Jurisdictions	N	2019	N/A	Roadway	Map/GIS Data	
Surtax City Projects	Y	2019	Broward MPO	Systems Plannin	Map/GIS Data	
Major Roadways	Y	2022	Broward County/FDOT	Roadway	Map/GIS Data	
Municipal Boundaries	Y	2022	Broward County/FDOT	Land	Map/GIS Data	
Aerial photography	N	2010	Broward County	Land	Map/GIS Data	
Traffic Analysis Zones	Y	2020	Broward MPO	Mobility	Map/GIS Data	
Bicycle Suitability	Y	2020	Broward MPO	Mobility	Map/GIS Data	
Census Tracts	Y	2022	Census	Demographics	Map/GIS Data	
Block Groups	Y	2022	Census	Demographics	Map/GIS Data	
Right-of-way	N	2015	BCPA/Florida DOR	Roadway	Map/GIS Data	Dependent on roadway ownership/Parcel data
Trafficway corridor	N	2011	Broward County	Study	Map/GIS Data	Traffic ways plan
Lane arrangement	N	N/A	N/A	Roadway	Map/GIS Data	Roadway Owner
Number of Lanes	Y	2022	FDOT	Roadway	Map/GIS Data	*Major Roads Only
Annual Average Daily Traffic (AADT)	Y	2022	FDOT	Roadway	Map/GIS Data	
Level of Service (Roadway and Multimodal)	Y	2020	Broward MPO	Mobility	Map/GIS Data	
Peak hour Turning movement	Y/N	N/A	BCTE	Roadway	Map/GIS Data	as needed
Proposed Transportation Improvements	Y	2016	Broward MPO	Systems Plannin	Map/GIS Data	2040 LRTP Cost feasible plan
Signal timing	Y	N/A	BCTE/FDOT	Roadway	Map/GIS Data	as needed
Functional Classification	Y	2022	FDOT	Roadway	Map/GIS Data	
Speed Limit	Y	2022	FDOT	Roadway	Map/GIS Data	Major Roads Only
Access – Turn lanes and driveways locations	N	N/A	N/A	Study	Map/GIS Data	Maybe FDOT
Existing Bus Routes	Y	2022	BCT	Transit	Map/GIS Data	
Transit Stops	Y	2022	Broward County	Transit	Map/GIS Data	
Transit Amenities Inventory	Y	2016	BCT	Transit	Map/GIS Data	
Transit ridership by Route	Y	2020	BCT	Transit	Map/GIS Data	
Transit Boardings and Alightings by Stop	N	2012	BCT	Transit	Map/GIS Data	BCT no longer collects this information
Community Shuttle ridership, routes and frequency	N	2016	BCT	Transit	Map/GIS Data	Routes Only
Land Use designations (County and Municipal)	Y	2016	Broward County Planning Council	Land	Map/GIS Data	Future land use as comp plan
Municipal Zoning	N	N/A	N/A	Land	Map/GIS Data	
Vacant Land inventory	N	2010	N/A	Land	Map/GIS Data	
Transit-Supportive Land Uses	?	N/A	N/A	Land	Map/GIS Data	May need to be extracted from the future land use plan
Mixed Use FLU designations	Y	2022	N/A	Land	Map/GIS Data	County Land Use
CRA's	Y/N	2009	Broward County	Land	Map/GIS Data	Static Map
Districts (Special Improvement Districts, Parking Districts, etc.)	N	N/A	N/A	Land	Map/GIS Data	
Public Recreation Use	?	N/A	N/A	Land	Map/GIS Data	See Parks and Dedicated Open Space
Major trip generators	?	N/A	N/A	Land	Map/GIS Data	
Regional Activity Centers Map	Y	2022	Broward County Planning Council	Land	Map/GIS Data	Future Land Use plan
Parks and Dedicated Open Space	Y	2022	Broward County	Land	Map/GIS Data	
Lakes, Canals and Bodies of Water	Y	2015	Water Management	Land	Map/GIS Data	
Sidewalk inventory	Y	2022	FDOT	Mobility	Map/GIS Data	State Roads
Existing bicycle Facilities	Y	2022	Broward MPO	Mobility	Map/GIS Data	Will be updated April 2017
Multi-purpose trails	Y	2022	County/MPO/FDOT	Mobility	Map/GIS Data	See Existing Bike
Municipal data on sidewalks and bicycle facilities	Y/N*	N/A	Broward MPO	Mobility	Map/GIS Data	Only for Wilton Manor, Oakland Park
TIP projects	Y	2022	Broward MPO	Systems Plannin	Map/GIS Data	
LRTP Improvements	N	2013	Broward MPO	Systems Plannin	Map/GIS Data	
Crash data (all aspects)	N	2014	University of Florida	Roadway	Map/GIS Data	
Vacant Land inventory	N	2016	FDOT	Land	Map/GIS Data	Parcel designation
School Zones	N	2016/2017	Broward Schools	Land	Map/GIS Data	Static Map
Demographic data	Y	2022	Census	Demographics	Map/GIS Data	
MMPL projects	Y	2022	Broward MPO	Systems Plannin	Map/GIS Data	
Vision 2100	Y	2019	Broward MPO	Systems Plannin	Map/GIS Data	Transit
Current project area traffic data	N	2013	Broward MPO	Systems Plannin	Transportation Data	LRTP improvements
Forecasted 2035 project area traffic data	N	N/A	Broward MPO	Systems Plannin	Transportation Data	
K, D & T Factors – Peak hour, Directional and Truck	N	2013	Broward MPO	Roadway	Transportation Data	Peak hour only
Current project area Transit ridership data	N	2013	Broward MPO	Transit	Transportation Data	see LRTP improvements
Forecasted 2035 project area Transit ridership data	N	N/A	Broward MPO	Transit	Transportation Data	
Current project area Transit headways	N	N/A	BCT	Transit	Transportation Data	as needed from BCT
Forecasted 2035 project area Transit headways	N	N/A	N/A	Transit	Transportation Data	
Project area transit stop locations	N	N/A	County and MPO	Transit	Transportation Data	
E+C for transportation	N	N/A	Broward MPO and FDOT	Systems Plannin	Transportation Data	Combination of data (Roadway projects in the TIP + under construction)
Plans for all modes of transportation	N	2016	Broward MPO	Systems Plannin	Transportation Data	TIP/LRTP
Population Estimate	Y	2022	Census	Demographics	Table Data	
Median Age	Y	2022	Census	Demographics	Table Data	
Minority Percentage	Y	2022	Census	Demographics	Table Data	
Growth projections	N	2015	Census	Demographics	Table Data	
Home ownership/rental	Y	2022	Census	Demographics	Table Data	
Vehicle ownership	Y	2022	Census	Demographics	Table Data	
History of change in development pattern	N	N/A	Broward MPO	Demographics	Table Data	Image File Only
Drainage issues	N	N/A	N/A	Demographics	Table Data	as needed from roadway owner
Aerials	N*	2010	BCPA	Roadway	Photo	*Updated available from BCPA
Street level	N*	N/A	Google or FDOT	Roadway	Photo	*Available from Google or FDOT
Building stock	N*	N/A	Google or FDOT	Land	Photo	*Available from Google or FDOT
Roadway amenities	N*	N/A	Google or FDOT	Roadway	Photo	*Available from Google or FDOT

I Project Management

This task will run concurrent with other tasks.

The CONSULTANT will assign a single person to serve throughout the life of the contract as CONSULTANT Project Manager (CONSULTANT PM). The CONSULTANT PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval by the Broward MPO's designated PM. The CONSULTANT PM is responsible for overall project management necessary to ensure the satisfactory completion of ACTION PLAN, on time and on budget, in accordance with the scope of services. The CONSULTANT PM will serve as a single point of contact and will be expected to ensure the CONSULTANT team is properly managed, adequate resources are available, submittals are timely and quality control reviewed, and disadvantaged business enterprise firms, if any, are utilized for maximum benefit and paid in a timely fashion. The CONSULTANT will develop and maintain, through the life of the contract, a detailed schedule in Microsoft Project for the Project Management and Technical tasks. ~~The project timeframe will be no longer than two years from the executed Grant Agreement Notice to Proceed from FHWA.~~ This schedule will include all tasks, sub-tasks, external tasks that feed into and/or affect the project or schedule (i.e., external factors related to data gathering, public involvement, etc.), identification of responsible agency or person, key partner agency meetings, deadlines, meetings of the BMPO, COUNTY, subcommittee meetings, and other details helpful to the management of the process.

Broward County will designate a Broward County Project Manager (BC PM). The Broward MPO will designate a Broward MPO Project Manager (BMPO PM). The CONSULTANT PM will work closely with the BMPO PM and BC PM to ensure effective communication and coordination throughout the life of the contract. Communication will include mandatory written monthly progress reports with an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, and projected versus actual expenditure report. Beyond normal phone and email communication, the CONSULTANT and BMPO PM will meet regularly (twice a month, at a minimum) to review the progress report and monitor progress. The BC PM representative will meet with the BMPO PM and CONSULTANT for monthly coordination meetings and other times as needed.

The CONSULTANT PM will submit monthly invoices in a form and with documentation acceptable to the PM within 10 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report. Consultant will ensure Progress Reports and invoices are provided in a manner consistent with the FHWA signed Grant Agreement¹ reporting requirements.

The BMPO retains all rights and ownership to the data, reports, presentations, maps, video, and figures delivered by the CONSULTANT to complete the tasks documented in this scope of services.

The PARTNERS will review and jointly approve all submittals and deliverables submitted by the CONSULTANT. The CONSULTANT PM is responsible for the quality of all work completed under this contract and is expected to ensure high standards for all submittals, both draft and final. The CONSULTANT with the Broward Metropolitan Planning Organization (BMPO) and Broward County will establish a QA/QC process for submittals. All reports shall be of high quality and reproducible and maps shall be provided in a

¹ https://www.browardmpo.org/images/SS4A_Signed_Grant_Agreement.pdf

geographic information system (GIS) platform file that is compatible with the PARTNERS computer software and hardware.

II The PARTNERS will create an Oversight Committee and Technical Working Group¹. The CONSULTANT will prepare an approach to work closely with these two groups and develop and deliver presentations to the MPO Board/Board of County Commissioners and other entities (advisory committees and other government agencies).

The BMPO shall:

- Conduct a technical review and/or assist in coordinating the review of all data, reports, presentations, maps, video, and figures by appropriate planning partners.
- Deliver comments to the CONSULTANT within 10 working days from the date that the preliminary data, reports, presentations, maps, video, and figures are received from the CONSULTANT.
- Coordinate with the BC PM representative to solicit timely input from the COUNTY staff.

III The CONSULTANT shall:

- Review and check all data, reports, presentations, maps, video and figures for accuracy, quality and consistency, and adherence to Americans with Disabilities Act (ADA) accessibility guidelines prior to review by PARTNERS.
- Deliver one electronic copy of preliminary materials for distribution to the BMPO PM and BC PM for review and comment.
- Revise preliminary data, reports, presentations, maps, video, and figures to address comments provided within 10 working days of the date that the comments are delivered to the CONSULTANT.

IV The CONSULTANT will coordinate with BC PM and COUNTY staff on the studies that correspond to the Local Match. The CONSULTANT will identify complementary tasks in the various planning efforts to avoid duplication of effort, maximize use of existing resources, share results, coordinate activities, and minimize schedule conflicts.

The CONSULTANT shall complete a draft ACTION PLAN no later than ~~four~~ six months prior to the end of the contract term to allow for PARTNER review, public review, workshops, and presentations to interested parties. The CONSULTANT shall provide the Final ACTION PLAN by June 30, 2025.

Deliverables:

- Project Management Plan (draft and final)
- Project Schedule in Microsoft Project (draft and final)
- Progress Reports Monthly invoices (draft and final)
- QA/QC Plan (draft and final)
- Facilitation of meetings and meeting minutes
- Meeting materials
- Action Plan (Draft)
- One electronic copy, on a USB flash drive, and 50 printed copies of the Action Plan (high quality, bound).

¹ https://www.browardmpo.org/images/SS4A_MOU.pdf

2-4 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract resulting from this Solicitation shall commence upon the date of execution and BMPO Board approval and BMPO issuance of Notice to Proceed and shall remain in effect for a two (2) year term, unless otherwise extended by the BMPO.

2-5 METHOD OF AWARD: TO THE HIGHEST EVALUATED RESPONSIVE, RESPONSIBLE, AND QUALIFIED OFFEROR

The BMPO may require public presentations from no fewer than three (3) of the qualified firms. The award of any Contract(s) resulting from this Solicitation will be made to the qualified responsive, responsible Offeror(s), and whose Offer(s) will be most advantageous to the BMPO. See also Sections 1-13 and 3-2.

2-6 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Offeror shall submit fully documented monthly invoices in a form and with documentation acceptable to the BMPO within thirty (30) calendar days after the services have been rendered and following the end of each month throughout the life of the contract. These invoices shall be submitted to the Broward Metropolitan Planning Organization, ATTN: Accounts Payable at accountspayable@browardmpo.org. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, the dates or period that the Service(s) were provided in the prior thirty (30) days.

2-7 CONTENTS OF OFFER

The Offer shall be submitted in the format set forth in Section 3-5.4 and shall include the Offer (detailed below) within ~~Chapter 2~~ Chapter 1 of the response after the Offer Cover Sheet. The Offer shall include all of the required documents in accordance with Section 3-5 and Section 3-7.

1) The Offer.

i) Cover page.

The form entitled **OFFER COVER SHEET** is to be used as the cover page for the Offer. This form must be fully completed and signed by an authorized officer of the Offeror submitting the Offer.

ii) Table of contents.

The table of contents should outline in sequential order the major areas of the Offer. All pages of the Offer, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

iii) Executive summary (to be included in Chapter 3 of the response).

Provide a brief summary describing the Offeror's ability to perform Work requested in this Solicitation, a history of the Offeror's background and experience providing services, the qualifications of the Offeror's personnel to be assigned to these project, the subcontractors, subconsultants, and/or suppliers and a history of their background and experience, a list of all projects in the last three (3) years and any other information called for by this Solicitation which the Offeror deems relevant. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Offeror, staff, subcontractors, subconsultants, and/or suppliers. ~~This executive summary is included towards the page limit.~~

iv) Technical information.

Describe the Offeror's approach to organization management and the responsibilities of Offeror's management and staff personnel that will perform Work on the Contract; describe method employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all Work.

2) Contents of Offeror Form.

Offerors shall provide documentation that demonstrates their ability to satisfy all of the minimum qualifications requirements. Offerors who do not meet the minimum qualification requirements or who fail to provide supporting documentation and/or affidavits as specified herein will be deemed non-responsive. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Offerors must use said format and supply said documentation to be considered responsive.

Each Offeror shall complete and submit the Offeror Form (Section 6). The Offeror shall include the information requested therein and shall address each item on a point-by-point basis. To the extent that an organization is comprised of one or more persons or business entities, information relative to each member of such "team" shall be provided.

In addition to the information requested in the Offeror Form, Offeror shall provide the following information to supplement the Offeror Form within Chapter 7 of the Offer:

- A) Any business owner who has previously operated a business under another name must include a description of the previous business. Failure to include such information will be deemed as intentional misrepresentation by the BMPO, and will render the Offeror's Offer non-responsive.

- A) Provide an organizational chart showing all individuals, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Offeror's employees and those of the subcontractors or subconsultants.
- B) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.
- C) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants. All key personnel includes (but is not limited to) all partners, managers, seniors and other professional or technical staff that will perform work on the Contract. **All resumes combined will not exceed a total of twenty (20) pages.**

6) Affidavits and Acknowledgements.

Offeror shall complete and submit all affidavits, forms, certifications and acknowledgments set forth in this RFQ (Section 4 through ~~Section 20~~ Section 21) and provide such documents as part of Offeror's Offer in the format set forth in Section 3-5.4.

2-8 EVALUATION CRITERIA

Following the closing of the Solicitation, the Offers will be evaluated by an Evaluation and Selection Committee ("Committee") appointed by the Executive Director or his/her designee. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements, as determined by the Committee, will disqualify a submittal as non-responsive.

The Committee will evaluate the responsive Offers based on a weighted score point formula. The Committee shall score the responsive Offers based on the evaluation criteria set forth in Section 2-7. The Committee shall then reduce the number of firms (shortlist) to a minimum of three (3) for discussions and/or presentations and further evaluation. The Committee reserves the right to interview Offerors if needed.

Following discussions and/ or presentations by each shortlisted firm, the Committee may make any adjustments to their scoring as they deem appropriate. The Committee shall then rank and vote on the final recommendation of qualified shortlisted firms based on the Committee's final total weighted average scoring, and provide such recommendation to the BMPO Executive Director for approval. The Successful Offeror shall execute a contract with the BMPO, which is in substantially the same form as the Sample Contract which is attached in Section 21 to this RFQ.

- 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 will indicate no cancellation, ~~modification, or change~~ in insurance shall be made without thirty (30) days written advance notice to the certificate holder. CONTRACTOR shall provide notice for policy changes.
 - e) Compliance with the foregoing requirements shall not relieve the Successful Offeror of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
 - f) Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within five (5) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful Offeror shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to

submit a corrected certificate to the BMPO. If the Successful Offeror fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, the Successful Offeror shall be in default of the terms and conditions and the Contract shall be deemed terminated immediately. Under these circumstances, the Successful Offeror may be prohibited from submitting future Offers to the BMPO for a period of twelve (12) months.

- g) The Successful Offeror shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful Offeror shall be responsible for submitting new or renewed insurance certificates to the BMPO prior to the expiration of the current policy. at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the BMPO shall suspend the Contract until such time as the new or renewed certificates are received by the BMPO in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the BMPO may at its sole discretion, terminate the Contract and seek re-procurement charges from the Successful Offeror.
- h) If, in the judgment of the BMPO, prevailing conditions warrant the provision by Successful Offeror of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by Successful Offeror of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful Offeror fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO's written notice, the Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

2-11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Offeror understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The BMPO and Successful Offeror(s) agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-12 TAXPAYER IDENTIFICATION NUMBER

The Successful Offeror shall provide the BMPO with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

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.

3-5.3 Offer Format

The Offer (which specifically includes Items ~~4-5~~ 4-5 in Table 3-5.4, below) shall be typewritten on 8 ½ x 11 inch white paper, with a **maximum of 20 pages total**. **This page limitation is not intended to include resumes of key personnel or any required attachments, certifications, and qualification forms.** Offerors are not to attach additional information to the required attachments or qualification forms unless specified.

All pages shall be secured by binding. Bindings and covers will be at the Offer's discretion. Unnecessarily elaborate special brochures, artwork, 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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Table
3-5.4 – Offer Format

Chapter 1	<u>Offer Cover Sheet</u> Letter of Intent
Chapter 2	<u>Letter of Intent</u> Offer Cover Sheet
Chapter 3	<u>Executive Summary</u> Offeror's Statement of Organization
Chapter 4	Project Approach
Chapter 5	Personnel
Chapter 6	Offeror's Disclosure of Subcontractors
Chapter 7	Offeror Qualification Form
Chapter 8	Financial Stability
Chapter 9	Financial Statement
Chapter 10	Litigation History
Chapter 11	Insurance Requirement
Chapter 12	Criminal Convictions
Chapter 13	Offeror's Non-Collusion Affidavit
Chapter 14	Independence Affidavit
Chapter 15	Drug-free Workplace Affidavit
Chapter 16	Amendment Acknowledgement Form
Chapter 17	Anti-Kickback Affidavit
Chapter 18	Non-discrimination Affidavit
Chapter 19	Accuracy of Offer Certification
Chapter 20	DBE Participation Statement and Bid Opportunity List
Chapter 21	E-Verify
Chapter 22	Government-Wide Debarment and Suspension
Chapter 23	Certification Regarding Lobbying
<u>Chapter 24</u>	<u>Certification Regarding Scrutinized Companies</u>
<u>Chapter 25</u>	<u>Offer's Statement of Organization</u>

1. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the BMPO?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

1. Within the last ~~five~~ three years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

2. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in this Request For Qualifications.

Signature

Title

Name

Date

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

SECTION 7. MISCELLANEOUS

7.1 Project Manager. For purposes of the Agreement, James Cromar, for the BMPO is designated as the ~~Contract Administrator~~ Project Manager.

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, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

7.3.3 In addition, CONTRACTOR shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.