

REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-05

GENERAL PLANNING CONSULTANT SERVICES

ADDENDUM NO. 3

NOTE: FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL FORM SHALL BE CAUSE FOR REJECTION OF THE SUBMITTAL

This Add	dendu	m revises the following sections of t	he solici	tation documents as detailed.
(X)	Requirements and Instructions to Proposers	()	Scope of Services
()	General Terms and Conditions Special Terms and Conditions	(X)	Attachments
Remove Remove Remove Remove	page I page I page I page 2 page 3		of 17 Add 2 of 17 A ace with p	dendum No. 3
		ued: October 24, 2025 e for Proposals remains 4:00 p.m. l		
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		Procure	ment Sp	eciansi

Number	Submittal Date	Question				
		Question: Within Attachment "C" (Contractor's Qualification Certification), Item 7 askes for "Estimated amount of current work under contract: \$". Can you please clarify if this is for only regarding the projects listed, for the entire company's current work under contract, or something different? 7. References (Please list prior similar projects) Year Project Name Company Dollar Contact Person				
1	10/7/25	Name Amount and E-mail				
		Estimated amount of current work under contract: \$ Answer: The language has been changed to "Total amount of work for contracts listed above". See attached page 3 of 4 Addendum 3 of ATTACHMENT "C".				
2	10/7/25	Question: Section 1.14.5 Interview Requirements: Item 1 states "The questions will be distributed to the shortlisted Proposers prior to the Interviews." While Item 3 states "Just prior to the start of the Interview, each Proposer team shall be given the prepared questions to review for five (5) minutes." Can you please clarify the advanced timing the questions will be shared with the consultant teams?				
		Answer: The questions will be distributed five (5) minutes prior to the interview per section 1.14.5 of the RFQ.				
3	10/9/25	Question: Can our key personnel designated as task leaders serve as task leads on multiple tasks? Answer: Yes, key personnel may serve as task leads on multiple tasks.				
4	10/9/25	Question: Do we submit the Required Documents also unbound like the Technical Proposal? Answer: Yes, please submit Required Documents unbound.				

Number	Submittal Date	Question		
5	10/9/25	Question: Is Attachment G (FTA Funding Supplement) required to be submitted with the Required Documents in response to this RFQ? Answer: No, Attachment G is not required to be submitted with the Required Documents.		
6	10/9/25	Question: Are resumes counted in the 10-page limit, or can they be exclusive of the limit and placed in an appendix at the end of the Technical Proposal? Answer: Resumes do not count towards the page limit; however, they are to be submitted for only key personnel (Project Managers and Project leaders).		
7	10/9/25	Question: On the Contractor's Qualification Certification form, the tables in Items 6-8 appear to be specifically relevant to construction contracts; do these need to be completed in response to this RFQ, or should we respond with N/A? Answer: The tables in Items 6-8 are relevant for all contract types. For items that do not apply, N/A is an acceptable response. See attached page 2 of 4 Addendum 3 of ATTACHMENT "C" for modified language. See attached page 3 of 4 Addendum 3 of ATTACHMENT "C" for modified language.		
8 10/10/25		Question: Can you please confirm the forms that are required to be completed by Subconsultants? Answer: The forms included in this RFQ are to be submitted by prime consultants only.		

9	10/9/25	tion: As a design professional receipt of final payment for services rendered by Contractor under any agreement does quate to a release of the BMPO's potential liability for injury or damage claims by others. The only industry standard be to request a lien waiver or release of payment claims. Upon final payment, Contractor can agree to provide a see for payment claims, rights to payments, stop notice and/or bond rights. Would BMPO be amenable to the changes to the Final Release on Contract and Affidavit upon award of any contract:				
		In accordance with the Contract Documents and in consideration of				
		(1) <contractor> certifies for itself and its Subconsultants, material-person, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the BMPO might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.</contractor>				
		(1) <contractor> certifies for itself and its Subconsultants, material-person, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the BMPO might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.</contractor>				
		(2) <contractor> agrees to indemnify, defend and save harmless the BMPO from all demands or suits, actions, claims of liens or other charges filed or asserted against the BMPO arising out of the performance by <contractor> of the Work covered by this Final Release on Contract and Affidavit. Notwithstanding the foregoing and to the extent Contractor is a "design professional" as defined under FL Stat. Section 725.08, Contractor's indemnification and defense obligations are limited as stated therein.</contractor></contractor>				
		(3) This Final Release on Contract and Affidavit shall not be construed to represent, expressed or implied, any release on behalf of the BMPO of any of the contractual covenants and obligations of <contractor>.</contractor>				
		Answer: The requested changes are not accepted, and the original language remains the same.				

Number	Submittal Date	Question			
10	10/13/25	Question: Confirm that Attachment "D" Form No. 375-031-01 Affidavit Regarding Labor and Services is actually No. 375-030-01, as listed in the hyperlink to FDOT's Professional Services Forms website. It does not appear that form No. 375-031-01 exists, but it is listed as No. 375-030-01. Answer: The FDOT form number in the RFQ for the Affidavit Regarding Labor and Services Form should be FDOT Form No. 375-030-31. See attached page RIP – 7 of 17 ATTACHMENT "D" Addendum 3.			
11	10/14/25	Question: Would Broward MPO entertain a cap on liability established at the amount of insurance required to be evide for the Professional Liability coverage? Answer: No, there is no limit or cap on liability.			
12 10/15/25		Question: Does the 12-point font size requirement also apply to the required forms included in the submission? Answer: No, the font size requirement does not apply to forms, but they must be legible.			
13	10/15/25	Question: If we have more than three subconsultants, are proposers allowed to duplicate page two of the DBE Participation Statement and Bid Opportunity List form to include all subconsultants, as required by the form? Answer: Yes, the DBE Participation Statement and Bid Opportunity List page may be duplicated to include all subconsultants.			

Number	Submittal Date	Question		
14	10/15/25	Question: On page 2 of the RFQ, under "1.12.2 Required Documents," it lists FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services. Could the Broward MPO confirm whether the correct form is FDOT Form No. 375-030-31 Affidavit Regarding Labor and Services instead? The FDOT website does not show a form numbered 375-031-01.		
		Answer: The FDOT form number in the RFQ for the Affidavit Regarding Labor and Services Form should be FDOT Form No. 375-030-31. See attached page RIP – 7 of 17 ATTACHMENT "D" Addendum 3.		
15	10/15/25	Question: RFQ Document, SOS - 2 of 3, first bullet at the top: Pre-design activities to include land/as-built survey preparation. Please clarify if surveying is part of this contract's scope, or if this was error.		
		Answer: The intended activities for this contract include survey preparation.		
16	10/15/25	Question: Do the font size restrictions apply to company logos? Answer: No, font size restrictions do not apply to company logos.		
17	10/15/25	Question: On page RIP - 10 of 17, under 1.14.1 Evaluation Criteria it states: 4) Project Understanding: "This category will examinethe South Florida region and regional issues as they relate to transit needs in the area." Does the MPO mean "public transportation" when it states "transit needs"? If not, is there another meaning for "transit needs?" Answer: Yes, transit refers to public transportation.		
18	10/15/25	Question: Who are the members of the selection committee? Answer: The Evaluation and Selection Committee members are as follows: Andrew Riddle, Christopher Restrepo, Paul Calvaresi, James Cromar and Darci Mayer.		

Number	Submittal Date	Question			
19	10/15/25	Question: Is there a contract number available to include in the FDOT Form No. 375-031-06 E-Verify Form? Answer: The contract number to be included on the E-Verify form should be 26-05.			
20	10/15/25	Question: Do the front and back cover count against the 10-page limit? Answer: No, the front and back cover will not count towards the page limit as long as they do not contain relevant information that would be considered part of the 10-page limit.			
21	10/15/25	Question: Section 7.1 Indemnification – Confirm indemnification is limited "to the extent permitted by law" and capped by available insurance. Answer: There is no limitation or cap on the Contractor's obligation to indemnify the BMPO under the contract.			
22	10/15/25	Question: Section 7.1 Indemnification – Request that indemnification excludes BMPO's own negligence or third-party acts. Answer: There is no limitation or exclusion.			
23	10/15/25	Question: Section 8.1 - 8.9 Insurance – The required insurance limits (\$2M per occurrence for general and professional liability; \$1M for auto) appear higher than industry norm. Answer: The insurance limits remain unchanged.			
24	10/15/25	Question: Section 8.1 - 8.9 Insurance – Please clarify if the \$2M requirements apply to all subconsultants, or if only the Prime is required to carry that level of coverage. Answer: The requirements apply to the Prime Contractor and Subcontractors. See Section 8.9 of Attachment "B".			

Number	Submittal	Question				
	Date					
25	10/15/25	Question: Section 8.1 - 8.9 Insurance – Request flexibility to allow subconsultants to maintain the typical \$1M per occurrence limits.				
		Answer: The requirements for Subcontractors remain the same, in accordance with Section 8.9 of Attachment "B".				
Question: In section 3.4 of COMPENSATION we request to consider the following changes: 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 consider the following changes: 10/15/25 10/15/25 10/15/25 Answer: The requested changes are not accepted, and the original language remains the same.						
27	10/15/25	Question: In section 3.5 of COMPENSATION, we request to consider the following changes: 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. Additionally, the BMPO Executive Director may withhold only that portion of any payment reasonably related to a documented, specific failure by CONTRACTOR to comply with a term, condition, or requirement of this Agreement; all undisputed amounts for Services properly performed shall remain payable in accordance with the Florida Prompt Payment Act. Answer: The requested changes are not accepted, and the original language remains the same.				

Number	Submittal Date	Question			
28	Question: In section 4.8 of TERMINATION, we request to consider the following additional language: CONTRACTOR shall not be responsible for claims, losses or damages arising out of any changes made by others to the Instruments of Service without CONTRACTOR's input or approval, or any use of Instruments of Service which are not complete at the time of transfer. Answer: The requested additional language is not accepted. The Contractor is responsible for all claims and damages arising out of the contractor's work.				
29	10/15/25	Question: In section 7.1 of INDEMNITY, we request to consider the following changes: CONTRACTOR hereby agrees 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 negligent acts, errors, or omissions 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 reasonably determined by the BMPO Executive Director and the BMPO Attorney, and only for claims supported by written notice and reasonable evidence any undisputed sums due CONTRACTOR under this Agreement may be retained by BMPO in an amount reasonably related to the specific claim for indemnification until all of BMPO's claims such claim for indemnification pursuant to this Agreement have has been settled or otherwise resolved; provided, however, that BMPO shall not withhold payment of amounts that are not the subject of the claim and Any amount withheld shall not be subject to payment of interest by BMPO. Answer: The requested changes are not accepted, and the original language remains the same.			

Number	Submittal Date	Question			
30	10/15/25	Question: In section 9.2 of MISCELLANEOUS, we request to consider the following additional changes: 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. BMPO may withhold only that portion of compensation reasonably related to the value of the specific documents not yet delivered; all undisputed amounts for work properly performed shall remain payable in accordance with this Agreement. Answer: The requested changes are not accepted, and the original language remains the same. The Contractor shall provide all documents.			
31		Question: In section 9.4 of TERMINATION, we request to consider the following additional language: The Client agrees to limit Contractor's liability under this Agreement including but not limited to claims for negligence and breach of contract, to the fees paid to Contractor for the Services or maximum of applicable insurance proceeds. Contractor's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services. Answer: The requested additional language is not accepted.			

1.0 – RFQ REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY

The Broward Metropolitan Planning Organization ("BMPO") is a dynamic, federally mandated public agency that serves as a catalyst for change in transportation. With the coordination of 31 local governments and municipalities, more than 1.9 million residents, and over 13 million visitors each year, the BMPO enables seamless transportation and redevelopment in Broward County that provides an opportunity for people and communities to grow and thrive. More information regarding the BMPO can be obtained at: https://www.browardmpo.org/.

1.2 INTRODUCTION / INVITATION

The BMPO intends to enter into indefinite delivery indefinite quantity (IDIQ) continuing service contracts with <u>up to</u> four (4) qualified Proposers to provide **General Planning Consultant Services** to the BMPO as more fully described in the Scope of Services. Each contract period of performance shall be for an initial term of three (3) years, in which the BMPO shall have the sole option to extend the term, at its discretion, for two (2) one-year extensions. The budgetary ceiling amount of the awarded IDIQ contracts will be a total amount not to exceed \$10 million per contract over the full term of the five-year Contract. The BMPO shall request Contractor's services on an as needed basis. Individual Task Work Orders will be issued pursuant to the terms and conditions of the Agreement.

This Request for Qualifications ("RFQ") solicits written responses from qualified Proposers interested in providing the Scope of Services needed for this Project.

1.3 PURPOSE

The purpose of the RFQ is to assist the BMPO in the evaluation of each Proposer's ability to provide the desired Scope of Services.

This document shall outline the elements of the RFQ Submittal, the RFQ evaluation method, Contractor(s) selection process, and Contract(s) execution. The BMPO intends to execute multiple Contracts with the responsive and responsible Contractor(s) whose RFQ Submittal is determined to be the most advantageous to the BMPO.

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Broward Metropolitan Planning Organization RFQ No. 26-05 General Planning Consultant Services Technical Proposal RFQ Due Date Proposer's Name

The printed, original, and executed (as applicable) **Required Documents** shall be placed in a separate sealed envelope which shall be clearly marked as follows:

Broward Metropolitan Planning Organization RFQ No. 26-05 General Planning Consultant Services Required Documents RFQ Due Date Proposer's Name

1.12.2 Required Documents

Attachment "C" RFQ Forms Required to be Completed and Included with Submittals:

Proposal Form

Contractor's Qualification Certification

Proposer's Disclosure of Subcontractors, Subconsultants, and Suppliers Form

Drug-Free Workplace Certificate

Anti-Kickback Affidavit

Non-Collusion Affidavit

Non-Discrimination Affidavit

Independence Affidavit

Accuracy of Proposal Certification

DBE Participation Statement and Bid Opportunity List

Attachment "D" – FDOT Forms Required to be Completed and Included with Submittals:

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists

FDOT Form No. 375-030-30 Truth in Negotiation Certificate

FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion for Federal Aid Contracts

FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on

Federal Aid Contracts

FDOT Form No. 375-030-34 Disclosure of Lobbying Activities

FDOT Form No. 375-031-06 E-Verify Form

FDOT Form No. 375-03+0-01 Affidavit Regarding Labor and Services

The Proposer's Financial Information is to be included in the Required Documents.

weighted, if applicable, and totaled to determine each Technical Proposal's Total Technical Proposal Score.

Based on the ESC members' scores, the Committee shall reduce the number of Proposers (shortlist) to a minimum of six (6) four (4) for further evaluation to recommend award. of four (4) contracts.

1.14.5 INTERVIEW REQUIREMENTS

- 1. The Committee will conduct Interviews to include a question-and-answer format and discussions with the shortlisted Proposers regarding clarification of their Submittals. A portion of the prepared Interview questions shall be common to all shortlisted Proposers. The BMPO may prepare additional questions that are unique for a Proposer based on the Proposer's Technical Proposal. ESC Committee members may also ask follow-up clarifying questions during the Interview, where time permits. The questions will be distributed to the shortlisted Proposers prior to the Interviews. Interview questions will be developed for each of the evaluation criteria established in section 1.14.1. The evaluation criteria for the Interviews will be of equal relative importance (see section 1.14.6.1 below).
- 2. The Interviews are mandatory and will be held in the Board Room on the 6th Floor, Suite 650 at the Broward Metropolitan Planning Organization Office located at 100 West Cypress Creek Road, Fort Lauderdale, Florida 33309. The order of the Interviews will be determined by a random drawing at the ESC Meeting. Further instructions will be provided to the shortlisted Proposers prior to the scheduled date of the Interviews.
- 3. Just prior to the start of the Interview, each Proposer team shall be given the prepared questions to review for five (5) minutes. One copy of the questions shall be provided to each member of the Proposer team. The Proposer may keep the copy of the questions during the Interview. The Proposer may not leave the Interview room to review the questions. The Proposer remains in the same room as the ESC and BMPO Procurement staff when reviewing the questions. The five minutes for reviewing questions is not considered as part of the Interview. Discussions by the Proposer team members during the 5-minute review are not part of the Interview process and are not considered in evaluation of the Proposer.
- 4. Brief introductions of Proposer's staff and BMPO staff are also not counted as part of the Interview time. Interviews are limited to twenty (20) minutes in total, inclusive of Proposer opening statement and Questions and Answers (Q&A). Ten (10) minutes will be allowed after the Interview for follow-up questions pertaining to the Proposer's responses and Proposer closing statement (closing statement is optional and only if time permits). BMPO Procurement staff shall be timekeeper and is responsible for ensuring the Proposer firm adheres to the stated time limits. The Interview may conclude early if less time is actually required. Each Proposer may make an opening statement of approximately 5 minutes (opening statement is optional). The opening statement shall not be separately timed.
- 5. Attendance at the interview by the proposed Project Manager is strongly recommended.
- 6. A maximum of six (6) attendees per Proposer team is allowed. Switching out of participants in the Interview room is not permitted. If a proposed Subconsultant is listed as a Subconsultant on more than one (1) team, then it is the responsibility of the Subconsultant to disclose this information with each respective team. BMPO representatives in attendance will at a minimum be

Corporation Incorporated in the	state of	Date	
	· · · · · · · · · · · · · · · · · · ·	Date	
Officer's Names	Title	Location	
ional license/Certificate of Competer	ncy #:		

6(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts completed for which liquidated damages or other contractually stipulated sums or damages were assessed against you for failure to complete the work on time or for any other any breach of contract by you in which you were in breach of contract. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the name and telephone number of the owner's representative.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Completed
Nullibel		FIIOHE	Alliouiit	Alliouill	Completed

6(b). For the last five (5) years, list each contract under which the owner has ealled upon your surety to complete the work, has terminated for default. or sued to complete performance or recover damages. If fewer than five (5) contracts have been so affected during the last five (5) years, list the last five (5) contracts to be so affected. For each such contract, provide the same

RFQ NUMBER 26-05 ATTACHMENT "C"

information as required in (a) above. and in addition, provide the name and contract person with telephone number of your surety.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Comp	•

` /	List the details of any litigation which ars (Attach pages if necessary).	h your firm has	been involved	with for the past five

7. References (Please list prior similar projects)

Year	Project Name	Company Name	Dollar Amount	Contact Person and E-mail

Estimated amount of aurrent work under contract	
Estimated amount of current work under contract.	Ψ
Total amount of work for contracts listed above:	\$

8. List three (3) major contracts similar in scope currently underway or completed within the last five (5) years

Project No. and Title	Owner	Value	Percent	Contact Person
			Complete	and E-mail

RFQ NUMBER 26-05 ATTACHMENT "C"