

## AMENDMENT NO. 1

DATE: August 16, 2023

**RE: SOLICITATION NUMBER: RFP No. 24-04**

**PROJECT: MPO REGIONAL DATA AND TRANSPORTATION ANALYTICS (MRDATA)**

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

1. NOTICE OF REVISED TIMETABLE: The “**Evaluation/Selection Committee Discussion, Evaluation and Recommendation**” time has changed. The Solicitation Timetable is revised accordingly. **Please replace “Page 23” of this solicitation with the attached “Page 23 (AMD1)” included in this Amendment No. 1.**
2. QUESTIONS AND ANSWERS: See attached “Exhibit 1”.

## 2-2 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the determination of qualified firms shall be as follows, and may be altered at any time, as best meets the needs of the BMPO. 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)	July 31, 2023	See BMPO Website	BMPO Website: <a href="http://www.browardmpo.org/index.php/solicitations/current-solicitations">http://www.browardmpo.org/index.php/solicitations/current-solicitations</a>
Deadline for Questions (Submit via email only)	August 10, 2023	5:00 pm	Via Email to BMPO Procurement Officer: <a href="mailto:Brossc@browardmpo.org">Brossc@browardmpo.org</a>
<b>Deadline for Offers Due Advertisement Closing Date</b>	<b>August 22, 2023</b>	<b>4:00 pm</b>	<b>BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309</b>
Public Announcement of Receipt of Sealed Offers	August 22, 2023	On or about 4:15 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluation and Recommendation	<del>August 31, 2023</del> <u>August 29, 2023</u>	On or about <del>2:00 pm</del> <u>3:00pm</u>	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	September 1, 2023	On or about 5:00 pm	BMPO Website: <a href="http://www.browardmpo.org/index.php/solicitations/current-solicitations">http://www.browardmpo.org/index.php/solicitations/current-solicitations</a>
BMPO Board Approval of Intended Award	September 14, 2023	On or about 9:30 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

## 2-3 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract(s) 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 three (3) year term with the BMPO having the sole option to extend the Contract for two (2) one (1) year extension periods.

## 2-4 METHOD OF AWARD: TO THE HIGHEST EVALUATED RESPONSIVE, RESPONSIBLE, AND QUALIFIED OFFEROR

The award of any Contract resulting from this Solicitation will be made to the qualified highest evaluated responsive, responsible Offeror, price and other factors considered, and whose Offer will be most advantageous to the BMPO. See also Sections 1-13 and 3-2.

Exhibit 1  
RFP No. 24-04  
MPO Regional Data and Transportation Analytics

Number	Submittal Date	Question
1	8/10/23	<p><b>Question:</b> The RFP mentions that the platform should be complementary to the BMPO activity-based model (ABM). <b>Does this mean that the new platform should be coordinated with the existing ABM in some form (inputs or outputs) or completely independent?</b></p> <p><b>Answer:</b> The platform shall be coordinated and enhance the qualities of the exiting ABM; however, the platform will not replace the ABM. The platform is an additional “tool” to the existing ABM that will improve decision making for the Broward region.</p>
2	8/10/23	<p><b>Question:</b> <b>Is the expectation to create a single regional platform (in a way how the ABM is configured) or a set of tools with different levels of spatial, temporal, and individual resolution?</b> Both approaches are technically possible and there are pros in cons in both.</p> <p><b>Answer:</b> A single comprehensive regional platform. However, through this RFP, the MPO is depending on subject matter experts to propose the most appropriate platform that will allow for maximum benefits and flexibility as possible.</p>
3	8/10/23	<p><b>Question:</b> There is one mention of digital twin/smart cities requirements on page 20, but no specific task order data associated with the digital twin requirement, and paragraph 1 guidance is very vague. The digital twin is not mentioned the evaluation criteria. <b>What level of priority is the digital twin solution within the context of the evaluation criteria?</b></p> <p><b>Answer:</b> The “digital twin” solution is “high level” priority in evaluating the proposals.</p>

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4	8/10/23	<p><b>Question: What are the technical specs/requirements Broward MPO seeks in a digital twin?</b></p> <p><b>Answer:</b> The “digital twin” modeling platform requirements include but are not limited to:</p> <ul style="list-style-type: none"> <li>• “Single source of truth” for the regional agencies.</li> <li>• Provide rapid scenario analysis capabilities for future programs and policies.</li> <li>• Simulation tool that creates virtual models of complex systems (e.g.: regional transportation networks).</li> <li>• Advance the region’s understanding of current challenges.</li> <li>• Data-driven planning for an uncertain future.</li> <li>• Evolve to integrate other intelligent transportation systems.</li> <li>• Provide operational decision support across other use cases.</li> </ul>
5	8/10/23	<p><b>Question: Is the digital twin required by Broward MPO cloud-based or conceived to be on premises?</b> Genesis of this question is the ambiguous statement on page 20, “the digital twin platform will be housed within the BMPO...”</p> <p><b>Answer:</b> Cloud-based. All data will be public domain and the property of BMPO.</p>
6	8/10/23	<p><b>Question: Are there current LiDAR/Geospatial/Reality Modeling data sets that BMPO is looking to integrate within the Digital Twin?</b> Geospatial Data is also mentioned on page 68, Task 3</p> <p><b>Answer:</b> Existing LiDAR data (FDOT).</p>
7	8/10/23	<p><b>Question: Are there current BIM/Civil data sets that BMPO is looking to integrate within the Digital Twin?</b> <b>a. If yes, what format output and/or systems are current BIM/Civil data sets in?</b></p> <p><b>Answer:</b> Yes, GIS.</p>

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8	8/10/23	<p><b>Question:</b> Are there IoT Sensors within the BMPO are to be incorporated into the Digital Twin? a. If not, are these to be considered?</p> <p><b>Answer:</b> When sensors are deployed in the future, then yes.</p>
9	8/10/23	<p><b>Question:</b> Page 21, #4, “Systems Integration.” What are the modeling outputs?</p> <p><b>Answer:</b> Initial use cases shall focus on climate resiliency, transit alternatives, and regional environmental and equity analyses. The outcome shall include a technology blueprint that codifies data specifications, a regional technical architecture, interagency data sharing agreements, privacy policies, and access procedures. The initial output shall prove the value of the digital twin with concrete modeling outputs, implement a secure cloud environment for regional data integration, and design a supporting operating model to allow partners to leverage these capabilities on an ongoing basis. Systems integration shall also include Intelligent transportation systems and other advanced transportation technologies.</p>
10	8/10/23	<p><b>Question:</b> What specific security standards/specifications does Broward MPO require (if any) for a. the digital twin and b. mobility models? c. Other applications from the multiple jurisdictions that operate a city, county, regional and sub-regional levels.</p> <p><b>Answer:</b> For “a”, “b”, and “c”, the consultant’s subject matter experts shall develop security standards and establish a security framework and access procedures that align with industry security guidelines.</p>

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Number	Submittal Date	Question
11	8/10/23	<p><b>Question:</b> What are the other specific data sources / specific software or other applications beyond mobility models needed to accommodate a digital twin solution based upon the stated Broward MPO requirement to be integrated into the digital twin from the “multiple jurisdictions that operate a city, county, regional and sub-regional levels.”</p> <p><b>Answer:</b> Example may include but not limited to energy transmission and distribution system to support the adoption or expansion of energy capture, electric vehicle deployment, or freight or commercial fleet fuel efficiency, automated transportation and autonomous vehicles, vehicle-to-vehicle and vehicle-to-everything communications to provide advanced and reliable connectivity, sensors to collect and report real-time data to inform everyday transportation-related operations and performance, technological solutions supporting efficient goods movement, such as connected vehicle probe data, road weather data, or global positioning data to improve on-time pickup and delivery, improved travel time reliability, reduced fuel consumption and emissions, automated traffic signal performance measures, active management of traffic signal operations, including through optimization of corridor timing; improved vehicle, pedestrian, and bicycle detection at traffic signals; or the use of connected vehicle technologies.</p>
12	8/10/23	<p><b>Question:</b> Page 32, 2-13 FHWA: Will BMPO be applying for ADCMS Grants for this project?</p> <p><b>Answer:</b> No. MPOs are not eligible applicants for ADCMS grant.</p>
13	8/10/23	<p><b>Question:</b> Will Broward MPO extend the response deadline to September 14, 2023, to accommodate discussions and RFP response requirements?</p> <p><b>Answer:</b> No. The MPO is currently operating under a strict timeline to achieve MPO Board approval for this RFP and Task Work Order. Consequently, granting an extension is not feasible within the MPO’s given timeframe.</p>
14	8/7/23	<p><b>Question:</b> Do you have a list of those who have registered an interest, or downloaded the RFP?</p> <p><b>Answer:</b> See attached Planholder/Interested Firms List as part of this Amendment No. 1.</p>

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Number	Submittal Date	Question
15	8/10/23	<p><b>Question:</b> <u>Section 18 Price Proposal Form (page 6):</u> <b>The rate card only allows for six classifications. Are the Offerors allowed to provide an attachment with additional rates and will those rates be considered?</b></p> <p><b>Answer:</b> Yes, Offerors may provide an attachment with additional rates that will be considered.</p>
16	8/10/23	<p><b>Question:</b> <u>Section 18 Price Proposal Form (page 6):</u> <b>How should respondents account for any license costs, data purchases, cloud computing costs, travel, and other costs that factor into the pricing?</b></p> <p><b>Answer:</b> Billing rates proposed are inclusive of all costs.</p>
17	8/10/23	<p><b>Question:</b> <u>Section 3-7.4 Experience (page 38):</u> <b>This section states "Offerors shall provide references for all jobs summarized using the form provided in Section 6." Would BMPO confirm if the referenced form is the form in Section 6 Offeror's Qualification Form on page 44?</b></p> <p><b>Answer:</b> Confirmed. Section 6 Offeror's Qualification Form (Page 44) has been revised. Replace "Page 44" of this solicitation with the attached "Page 44 (AMD1)" included with this Amendment No. 1.</p>
18	8/10/23	<p><b>Question:</b> <u>Section 6 Offeror's Qualification Form (page 44):</u> <b>Would BMPO please confirm that this form is complete and that no pages are missing?</b></p> <p><b>Answer:</b> Section 6 Offeror's Qualification Form (Page 44) has been revised. Replace "Page 44" of this solicitation with the attached "Page 44 (AMD1)" included with this Amendment No. 1.</p>
19	8/10/23	<p><b>Question:</b> <u>Section 2-7 Evaluation Criteria (page 29):</u> <b>The price evaluation criteria says that the lowest-price Offer receives 15 points. Would BMPO please confirm that this should be interpreted as lowest priced responsive Offeror?</b></p> <p><b>Answer:</b> Confirmed.</p>

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20	8/10/23	<p><b>Question:</b> <u>Section 3-5.4 Offer Format (page 36):</u> In the Table reference to Chapter 4, should “project” be interpreted as the entire IDIQ or simply Task Work Order 1?</p> <p><b>Answer:</b> The “project” consists of both the IDIQ and Task Work Order 1.</p>
21	8/10/23	<p><b>Question:</b> <u>Section 1-11 Conditions / Exceptions to the Solicitation (page 11), and Section 1-14 Negotiations (page 12):</u> If BMPO does not make requested amendments during the question period, would BMPO agree to a negotiation period to discuss the Offerors commercially reasonable concerns regarding terms in order to promote a competitive procurement?</p> <p><b>Answer:</b> No.</p>
22	8/10/23	<p><b>Question:</b> Would BMPO be willing to modify the RFP terms and conditions to allow for exceptions and/or assumptions to be included in the Offerors’ proposal?</p> <p><b>Answer:</b> No.</p>
23	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, new section:</u> We believe it is in the parties’ best interests to provide for a limitation of liability for each party, with the understanding that certain damages cannot be capped. Will BMPO consider adding a reasonable limitation of liability, including a disclaimer of indirect, special, punitive and consequential damages (which is similar to other contracts Contractor has in the State of Florida)?</p> <p><b>Answer:</b> As to the BMPO, sovereign immunity applies pursuant to Florida Statutes Section 768.28 as specified in section 5 of the sample contract.</p>



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24	8/10/23	<p><b>Question:</b> <u>Section 2-8 (Pg. 29); Section 22 Sample Contract, Section 5 (Pg. 73) and Section 6.2 (Pg. 74):</u> <b>Would BMPO agree to negotiate certain modifications to the indemnification provision so as to clarify that Contractor’s indemnification would be limited to third party claims for bodily injury and physical damage to real or tangible personal property to the extent caused by us while engaged in performing the services, and to the extent our deliverables infringe, misappropriate, or violate certain third-party intellectual property rights, subject to certain standard exceptions? Such indemnification is standard in this industry and Contractor is simply seeking to place reasonable, standard parameters on its indemnification obligations under the resultant contract while appropriately providing coverage to BMPO for foreseeable third-party claims against BMPO which are caused by caused by our negligence or intentional misconduct.</b></p> <p><b>Answer:</b> No.</p>
25	8/10/23	<p><b>Question:</b> <u>Section 2-9 Insurance, (Pg. 29-31):</u> <b>Would BMPO please amend the Insurance requirements to make the following technical changes, as well as changes to align with Offeror’s actual insurance policies which are consistent with insurance coverage from large professional services firms? For specific changes, would BMPO be willing to discuss the requested changes to ensure that BMPO’s interests are addressed?</b></p> <p><b>Answer:</b> Section 2-9 has been revised. Replace Page 29 to 31 of this solicitation with the attached Page 29 (AMD1) to Page 31 (AMD1) included in this Amendment No. 1.</p>
26	8/10/23	<p><b>Question:</b> <u>Section 2-10, (Pg. 31), Section 22 Sample Contract, Section 1.2 (Pg. 70) and Section 7.14 (Pg. 79):</u> <b>Would BMPO be willing to include a provision which clarifies that Contractor will comply with all laws, regulations, codes and ordinances as applicable to Contractor in the performance of its Services? While certain laws/regulations may apply to BMPO, not all of them would necessarily apply to Contractor in its performance of the Services and we are simply seeking to clarify such.</b></p> <p><b>Answer:</b> No.</p>

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27	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 1 (Pg. 70):</u> Would BMPO be willing to clarify that scope of services are those outlined in a mutually agreed upon Task Orders (as the RFP makes it clear that each of the parties will be clarifying the scope in such Task Orders and the scope could be different than that outlined in the RFP)? This clarification is important because it is possible that BMPO does not seek all of the services in the RFP to be performed; yet the Contract requires us to perform all such services. This would be in line with Sample Contract, Section 3.1.1 as well.</p> <p><b>Answer:</b> It is a negotiated task work order contract, with exception to Task Work Order No. 1 that has to be submitted with the Offeror's Offer.</p>
28	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 2.2 (Pg. 70) and Section 3.1.1 (Pg. 71):</u> Would BMPO please modify these provisions to clarify that Contractor will use reasonable efforts to perform all services within the timelines specified in each applicable Task Order and Contractor will not be held liable for delays caused by events or responsibilities that are outside of Contractor's direct control?</p> <p><b>Answer:</b> No change to the provisions.</p>
29	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 3.1 (Pg. 71):</u> Can BMPO please delete the last sentence of Section 3.1 as it is inappropriate for this type of work? With this being a "not to exceed" contract with a rate card, it is not guaranteed that all services will be completed (as it would with a deliverable based, fixed fee contract). Also, all services to be performed should clearly be outlined in the Scope of Services and not inferred. In the alternative, would BMPO be willing to clarify this provision accordingly?</p> <p><b>Answer:</b> No change to Section 3.1.</p>

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Number	Submittal Date	Question
30	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Sections 3.3 and 3.4 (Pg. 71-72); Section 5 (Pg. 73):</u> <b>Would BMPO agree to modify this provision to clarify that it may only withhold or retain amounts disputed in good faith, provided BMPO notifies Contractor in writing prior to the payment due date.</b></p> <p><b>Answer:</b> No changes to the provisions.</p>
31	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 3.4 (Pg. 72):</u> <b>Would BMPO be willing to further clarify this provision so as to include a mutually agreeable deliverable acceptance process or reference such acceptance process in the Scope of Work so as to clarify “inadequate or defective work” and how such can be properly addressed by Contractor?</b></p> <p><b>Answer:</b> No change to Section 3.4.</p>
32	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 4.3 (Pg. 72):</u> <b>Would BMPO please clarify that any breach would be limited to a material nonconformance with the contract requirement? For instance, would BMPO be willing to change the language herein to clarify that a breach would be the “failure to perform the services in material compliance with the Contract”?</b></p> <p><b>Answer:</b> No change to Section 4.3.</p>
33	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 4.6 (Pg. 73); Section 7.2 (Pg. 74); Section 7.3.4 (Pg. 75):</u> <b>Would BMPO be willing to modify the language herein so that any pre-existing Intellectual Property (and any modifications thereto) shall remain the property of Contractor? Would BMPO also be willing to clarify that any deliverable to be provided to BMPO upon termination that is in process and has not been completed shall be delivered to BMPO “as is” with no representations or warranties of any kind, upon payment for such in-process work?</b></p> <p><b>Answer:</b> No changes to the provisions.</p>

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34	8/10/23	<p><b>Question:</b> <u>Section 22 Sample Contract, Section 7.3 (Pg. 74-75):</u> <b>Would BMPO be willing to modify this section to clarify this provision shall apply to billing and payment records and that such records made available to BMPO under this Section may be redacted by Contractor to the extent necessary to protect its proprietary and confidential information?</b></p> <p><b>Answer:</b> Florida Public Records Act applies and may not be limited as suggested. Notwithstanding, the contractor may protect proprietary and confidential information, but it would be the contractor’s responsibility to defend if such is objected to by other third parties.</p>
35	8/7/23	<p><b>Question:</b> <u>Section 1-27 "Equal Opportunity &amp; DBE Program",</u> <b>DBE partnership is encouraged but not mandatory, is our understanding correct? Will the proposals that have DBE subcontractors be given any preference?</b></p> <p><b>Answer:</b> Yes, to the first question. No, Offers that have DBE subcontractors will not be given any preference.</p>
36	8/10/23	<p><b>Question:</b> <u>Section 6 - Offeror's Qualification Form</u> <b>asks for State of FL Business Tax Receipt Number, County Business Tax Receipt Number, and City Business Tax Receipt Number. Can we submit them after award and before the work commences?</b></p> <p><b>Answer:</b> No. As stated on the form, “FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR OFFER NON-RESPONSIVE”.</p>
37	8/10/23	<p><b>Question:</b> <u>Page 44 of the RFP document</u> <b>does not have a title, it is part of which section? (This page has the fields for Company Name, Address, City, State, Zip Code, Contact's Name and Phone Number.)</b></p> <p><b>Answer:</b> Section 6 Offeror’s Qualification Form (Page 44) has been revised. Replace “Page 44” of this solicitation with the attached “Page 44 (AMD1)” included with this Amendment No. 1.</p>

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38	8/10/23	<p><b>Question:</b> Our company is certified as an MBE NSMDC. Are we good to suffice requirements for DBE, if there are any?</p> <p><b>Answer:</b> DBE companies must be certified by the FDOT Florida Unified Certification Program (UCP).</p>
39	8/10/23	<p><b>Question:</b> Section 14 - Statement of Organization, point 8 (on page 58 of RFP) asks for County or Municipal Business Tax Receipt No. Can we submit it after award and before work commences?</p> <p><b>Answer:</b> No. As stated on the form, "FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR OFFER NON-RESPONSIVE".</p>
40	8/10/23	<p><b>Question:</b> Section 18 - Task Order also has to be submitted along with proposal?</p> <p><b>Answer:</b> Yes.</p>
41	8/10/23	<p><b>Question:</b> Section 19 - Contractor Certification Regarding Scrutinized Companies, also has to be submitted along with proposal?</p> <p><b>Answer:</b> Yes.</p>
42	8/10/23	<p><b>Question:</b> Are the resources required to work onsite? Or remote work is an option?</p> <p><b>Answer:</b> Remote work is an option.</p>

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43	8/10/23	<p><b>Question:</b> <i>Is BMPO good with offshore consultants working on the project?</i></p> <p><b>Answer:</b> Offshore consultants are acceptable, as long as any applicable Buy America requirements are adhered to, and as long as the consultants are not on any Scrutinized Companies list identified in Section 7.6.</p>
44	8/10/23	<p><b>Question:</b> <i>Does BMPO plan to select a single vendor or multiple vendors for this RFP?</i></p> <p><b>Answer:</b> Single vendor.</p>
45	8/10/23	<p><b>Question:</b> <i>Do we need to submit all identified project team resources who will actually work on the project or the key personnel only?</i></p> <p><b>Answer:</b> Refer to Paragraph 5) Statement of Organization, Subparagraph C) on Page 27 of the solicitation.</p>
46	8/10/23	<p><b>Question:</b> <i>Do we need to submit the actual resources who will work on project or representative resources are okay?</i></p> <p><b>Answer:</b> Refer to Paragraph 5) Statement of Organization, Subparagraph C) on Page 27 of the solicitation.</p>
47	8/10/23	<p><b>Question:</b> <i>Do we submit profile summary of resources or full resumes?</i></p> <p><b>Answer:</b> Refer to Paragraph 5) Statement of Organization, Subparagraph C) on Page 27 of the solicitation.</p>

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48	8/10/23	<p><b>Question:</b> There is an overarching RFP 24-04 and specific RFP for Task Order 1 within the single RFP document. Does Broward MPO expect one proposal responding to both of them, or two separate proposals?</p> <p><b>Answer:</b> One Offer responding to both is required. See the fourth paragraph of Section 2-1. The Contract and Task Work Order No. 1 shall be executed by the Successful Offeror.</p>

(6) Please list a minimum of three (3) entity references for similar work in each category in which services are offered:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

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



Price Evaluation Criteria	Weight
<p><b>Price Evaluation Criteria</b></p> <ul style="list-style-type: none"> <li>Total price evaluation will be based on the Offeror's Total Not to Exceed Amount for providing all Work under Task Work Order (TWO) No. 1, utilizing the rates of proposed personnel provided on the Price Proposal Form.</li> </ul> <p>The lowest total price Offer shall receive the maximum 15 points for this criterion. The remaining Offers shall be rated on a sliding scale using the following formula:  (Low Price / Offeror's Price) x Price Points = Offeror's Awarded Points</p>	15

## 2-8 INDEMNIFICATION OF THE BMPO BY THE SUCCESSFUL OFFEROR

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

## 2-9 INSURANCE

- a) The Successful Offeror shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below.
  - 1) Commercial Comprehensive General Liability Insurance on a commercial comprehensive basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to this coverage specific to Offeror's acts for omissions in performance under this Agreement. The requested limits may be met through a combination of primary and umbrella coverages.
  - 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, per employee by disease, policy limit by disease, respectively.

- 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.
- 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 within 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.

## **2-10 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.

## **2-11 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.

## **2-12 FEDERAL TRANSIT ADMINISTRATION REQUIRED PROVISIONS.**

This Project may be funded with assistance from the Federal Transit Administration ("FTA"). If so, the BMPO will follow, and require the Successful Offeror(s) to comply with, all applicable third-party procurement policies in accordance with FTA Circular C4220.1f (Third Party Contracting Guidance). Offerors are hereby advised that the applicable FTA required contractual provisions set forth in Exhibit "C-1" to the Sample Contract shall be set forth in any Contract resulting from this RFP. By submitting an Offer, Offerors acknowledge and agree that the Successful Offeror(s) shall be required to comply with the provisions in Exhibit "C-1" of the Sample Contract if awarded the Contract.

**Member Name** Broward Metropolitan Planning Organization  
**Bid Number** RFP 24-04  
**Bid Name** MPO Regional Data and Transportation Analytics (MRDATA)

**1 Document(s) found for this bid**

**5 Planholder(s) found**

SupplierName	FullName	Email	Address1	Address2	City	State	PostalCode	Phone	DownloadedFiles
Dodge Data	Bonny Mangold	dodge.docs@construction.com	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032	Downloaded All Documents
DSLX.NET	Jay Brussels	jay@dslx.net	7401 Wiles Road	Ste 222	Coral Springs	FL	33067	9547573254	Downloaded All Documents
HDR Inc.	Hope Gauthreaux	hope.gauthreaux@hdrinc.com	4830 W Kennedy	Suite 400	Tampa	FL	33609	8132822364	RFP 24-04 MPO Regional Data and Transportation Analytics (MRDATA)).PDF
Onvia, Inc. - Content Department	Content Source Management	sourcingsupport@deltek.com	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500	RFP 24-04 MPO Regional Data and Transportation Analytics (MRDATA)).PDF
Vanasse Hangen Brustlin, Inc.	Jennifer Rader	jrader@vhb.com	101 Walnut Street	PO Box 9151	Watertown	MA	02471		RFP 24-04 MPO Regional Data and Transportation Analytics (MRDATA)).PDF

**Interested Firms**

SupplierName	FullName	Email	Address1	Address2	City	State	PostalCode	Phone	DownloadedFiles
Accenture	Andy Dalton	<a href="mailto:andrew.dalton@accenture.com">andrew.dalton@accenture.com</a>							
Accenture	Annabel Cleere	<a href="mailto:annabel.cleere@accenture.com">annabel.cleere@accenture.com</a>							
Accenture	Eoin Ó Loideáin	<a href="mailto:eoin.o.loideain@accenture.com">eoin.o.loideain@accenture.com</a>							
Accenture	Ximon Zhu	<a href="mailto:ximon.zhu@accenture.com">ximon.zhu@accenture.com</a>							
Deloitte	Anant Dinamani	<a href="mailto:adinamani@deloitte.com">adinamani@deloitte.com</a>							
Deloitte	Patrick Zubin	<a href="mailto:pzubin@deloitte.com">pzubin@deloitte.com</a>							
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