



RFP FY25-03

The Palm Beach MPO
d/b/a
The Palm Beach Transportation Planning Agency (TPA)
is providing responses to questions received regarding
Request for Proposals (RFP) FY25-03 for:

General Planning Consultant Services

April 4, 2025

The following questions were submitted regarding RFP FY25-03 General Planning Services between 3/28/2025 and 4/3/2025.

Question 1:

In regard to Question 4 in the RFP25-03 Q&A. The question was asked if Part II's are required for the subconsultants. The answer provided states "***Please have each subconsultant complete the General Services Administration (GSA) Form SF330.***"

1. Is PBTPA requesting a full SF330 for each firm on a team or would you like the prime to have one full comprehensive Attach C SF330 that includes both the prime and sub information?

In the instructions for the GSA SF330 form, typically the entire team is included in the full SF330 as follows:

Part I - Section A. Contract Information.

Part I - Section B. Architect-Engineer Point of Contact. **(POC from Prime)**

Part I - Section C. Proposed Team. **(This includes prime and sub offices)**

Part I - Section D. Organizational Chart of Proposed Team

Part I - Section E. Resumes of Key Personnel Proposed for this Contract. **(This section includes the prime and sub key personnel)**

Part I - Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract. **(This section lists prime projects and then sub projects)**

Part I - Section G. Key Personnel Participation in Example Projects.

Part I - Section H. Additional Information. **(This section covers any selection criteria not covered by Section A-G)**

Part I - Section I. Authorized Representative. **(Signed by the Prime)**

Part II - General Qualifications **(prepared for the specific branch office seeking work. These are listed by prime followed by subs)**

Response:

The TPA will accept one GSA SF330 form for the entire team, inclusive of both prime and subconsultants or separate GSA SF330 forms for the prime and each subconsultant. The respondent can decide how the information is presented; however, the information

must be provided for the prime consultant and any subconsultants that the respondent plans to use to fulfill the listed activities, in its entirety, included as part of the Technical Project Proposal in Section 3.2.3 of the published RFP.

Question 2:

The indemnity clause in the sample contract is inconsistent with Florida Statute 725.08. We request the language in Florida Statute 725.08 to replace the language in Section 13.

Response:

RFP FY25-03 does not include language regarding indemnification. The draft sample contract is provided as a guideline and is subject to change, as noted. The final contract will adhere to applicable law and will be negotiated between the TPA and the selected consultants to ensure mutual satisfaction.

Question 3:

One of our subconsultants brought up a concern about signing attachment B, please see below:

"Attachment B is asking us to certify the information in price proposal and other documents that we did not submit. I don't think it's appropriate for us to sign this without having submitted these documents. Please review again and let us know how to proceed."

Will attachment B still be required from the subconsultants?

Response:

Attachment B is only required for the Prime consultant responding to the RFP.

Question 4:

As written, the TPA's indemnification provision in the sample agreement appears to overreach what is enforceable under Fla. Stat. § 725.08. Would the TPA be amendable to modifying this provision as follows upon any contract award to ensure it is consistent with Fla. Stat. § 725.08?

Response:

The draft sample contract is provided as a guideline and is subject to change, as noted. The final contract will adhere to applicable law and will be negotiated between the TPA and the selected consultants to ensure mutual satisfaction.

Question 5:

Consultant's insurance policies can only provide thirty (30) days written notification of cancellation or termination and Section 15.C of the sample agreement only requires thirty (30) days' written notice. Additionally, Consultant's insurance policy cannot provide written notification as to a material change. Would the TPA be amendable to modifying Section 15.E.2. as follows upon any contract award?

Response:

The draft sample contract is provided as a guideline and is subject to change, as noted. The final contract will adhere to applicable law and will be negotiated between the TPA and the selected consultants to ensure mutual satisfaction.

Question 6:

As a design professional, Consultant is unable to obtain a Builders' Risk insurance policy. Section 15.A of the sample agreement does not require Consultant to have or obtain a Builder's Risk insurance policy. As such, would the TPA be amenable to removing this requirement from Section 15.E.5 upon any contract award?

Response:

The draft sample contract is provided as a guideline and is subject to change, as noted. The final contract will adhere to applicable law and will be negotiated between the TPA and the selected consultants to ensure mutual satisfaction.

Question 7:

Pursuant to Section 15.A and 15.B of the sample agreement, Consultant agrees to maintain insurance as required in the agreement and to provide proof of said policies. Pursuant to Section 15.E of the sample agreement, the TPA will receive written notification of any policy termination or cancellation. Consultant will not let any of its insurance policies laps as it would be detrimental to our business operation and subject Consultant to financial risk. As such, would the TPA be amenable to removing the request to provide proof of insurance premium payment upon any contract award?

Response:

The draft sample contract is provided as a guideline and is subject to change, as noted. The final contract will adhere to applicable law and will be negotiated between the TPA and the selected consultants to ensure mutual satisfaction.