



BROWARD METROPOLITAN PLANNING ORGANIZATION

REQUEST FOR PROPOSAL (RFP) NO. 26-01

CELLPHONE/LOCATION-BASED DATA SERVICES

ADDENDUM NO. 1

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

This Addendum revises the following sections of the solicitation documents as detailed.

- | | |
|---|---|
| <input type="checkbox"/> Requirements and Instructions to Proposers | <input type="checkbox"/> Scope of Services |
| <input type="checkbox"/> General Terms and Conditions | <input checked="" type="checkbox"/> Attachments |
| <input type="checkbox"/> Special Terms and Conditions | |

Attachment "B"

Remove AGR 12 of 21 and replace with AGR 12 of 21 Addendum 1

This Addendum includes:

- 1) Questions and Answers

Date Issued: May 20, 2025

Deadline for Proposals remains 4:00 p.m. Eastern Time, June 5, 2025.

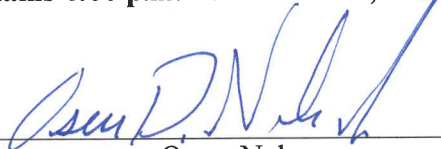

Oscar Nelson
Procurement Manager

Exhibit 1
RFP No. 26-01
CELLPHONE/LOCATION-BASED DATA SERVICES

1

Number	Submittal Date	Question
1	5/15/25	<p>Question: Under Section 8.1.3 of the Sample Contract, can the requested limits for Automobile Liability Insurance be met through a combination of primary and umbrella coverages?</p> <p>Answer: No. Automobile Insurance is required. Attachment “B” is not a sample contract and per Section 1.9.4, the Successful Proposer shall execute the BMPO Agreement, same as attached Attachment “B” to the RFP.</p>
2	5/15/25	<p>Question: The Sample Contract is currently silent on the limitation of liability. Will BMPO be willing to accept a mutual liability cap of up to the total contract value, except as prohibited by law?</p> <p>Answer: No. Limitation on liability is not permitted. Attachment “B” is not a sample contract and per Section 1.9.4, the Successful Proposer shall execute the BMPO Agreement, same as attached Attachment “B” to the RFP.</p>
3	5/15/25	<p>Question: The Contractor provides its products to multiple customers, and these products are already generally commercially available. As a result, we license the products but do not transfer IP ownership. We assume that BMPO is fine with a perpetual license, notwithstanding Section 9.2 of the Sample Contract. Please confirm this is correct.</p> <p>Answer: Confirmed. A perpetual license is satisfactory.</p>
4	5/15/25	<p>Question: Under Section 9.10 of the Sample Contract, will BMPO accept assignment of the Agreement where the Agreement is assigned to Contractor’s affiliate or due to a change of control or corporate re-organization?</p> <p>Answer: See attached page AGR – 12 of 21 Amendment 1. Attachment “B” is not a sample contract and per Section 1.9.4, the Successful Proposer shall execute the BMPO Agreement, same as attached Attachment “B” to the RFP.</p>

Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

The CONTRACTOR shall supply competent and capable employees and contractors. The BMPO may require the CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the BMPO.

9.8 Third Party Beneficiaries. Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.9 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

BMPO:

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq., BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

CONTRACTOR:

9.10 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, unless it is to a wholly owned affiliate or new company due to reorganization, with the BMPO's written consent. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the BMPO, which shall be in