

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

2050 METROPOLITAN TRANSPORTATION PLAN (MTP) UPDATE

RFQ NO. 22-03



Mayor Frank C. Ortis, Chair

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

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INSTRUCTIONS FOR SUBMITTING AN OFFER IN RESPONSE TO A FORMAL REQUEST FOR QUALIFICATIONS

Each Offer submitted to the Broward Metropolitan Planning Organization (hereinafter the "BMPO") will have the following information clearly marked on the face of the envelope:

- a) Offeror's name, return address and telephone number;
- b) Solicitation number;
- c) The Solicitation Closing Date & Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Offer being deemed "Non-Responsive."

All Offers must be submitted on 8 ½" by 11" paper, neatly typed, with normal margins and spacing. Foldout pages may be used, where appropriate, but should be folded to the standard size (8½" X 11) when submitted.

All Offer documents must be bound. **Submit a total of six (6) bound hard copies (one original and five copies). Submit six (6) electronic version on flash drives** of the complete Offer, which must be received by the deadline for receipt of Offers as specified in Section 2-2, the Solicitation Timetable.

The Offer documents, must be submitted in a sealed envelope or container. Stating on the outside of the sealed envelope or container the Offeror's name, return address, telephone number, the solicitation number, the solicitation closing date & time and the title of the solicitation, to:

**CHRISTOPHER C. BROSS
CONTRACTS AND PROCUREMENT MANAGER
BROWARD METROPOLITAN PLANNING ORGANIZATION
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL 33309
TELEPHONE: 954-876-0064**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING AN OFFER TO THE PROCUREMENT OFFICER ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. THE BMPO IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY OFFER RECEIVED AFTER THE DATE AND TIME STATED IN THIS REQUEST FOR QUALIFICATIONS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE OFFERS SHALL NOT BE CONSIDERED.

Hand-carried Offers may be delivered to the Broward MPO office at the above address only between the hours of 8 am – 5 pm, Monday through Friday, excluding Holidays observed by the BMPO. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Offer must be signed, manually, by an authorized officer of the Offeror who is legally authorized to enter into a contractual relationship in the name of the Offeror. The submittal of an Offer by an Offeror will be considered by the BMPO as constituting an Offer by the Offeror to perform the required services, and/or provide the required goods, pursuant to the terms stated in the Offer and this Request For Qualifications.

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SECTION 1: GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term(s) contained in this Request For Qualifications shall have the following meanings:

"BMPO" shall refer to The Broward Metropolitan Planning Organization.

"Contract" shall refer to the Contract that may result from this Request For Qualifications, and may include any resulting work authorizations, notices to proceed, and/or purchase orders.

"Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Offeror in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

"Offer" shall refer to any Offer(s) submitted in response to this Request For Qualifications.

"Offeror" shall refer to anyone submitting an Offer in response to this Request For Qualifications.

"Procurement Manager/Officer" shall refer to the BMPO staff member designated as the point of contact for this Solicitation.

"Provider(s)" or "Successful Offeror(s)" shall refer to the Offeror(s) receiving an award as a result of this Request For Qualifications.

"Request For Qualifications," "RFQ" or "Solicitation" shall mean this Request For Qualifications including all Exhibits and Attachments as approved by the BMPO, and amendments or change orders issued by the Procurement Office.

"Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Offeror, who contract with the Successful Offeror to furnish labor, or labor and materials, in connection with the Work or Services to the BMPO, whether directly or indirectly, on behalf of the Successful Offeror.

"Work," "Services," "Program," "Project," or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Offeror in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2 AVAILABILITY OF REQUEST FOR QUALIFICATIONS

The Solicitation package may be obtained on the BMPO's website: <http://www.browardmpo.org/index.php/solicitations/current-solicitations>. The Solicitation package may also be requested from the BMPO's Procurement Officer (see CONTACT INFORMATION below). A minimum cost of \$0.15 per page shall apply to requests for hard copies of this RFQ.

Offerors who obtain copies of this Solicitation from sources other than the BMPO's Procurement Office risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Offerors are solely responsible for those risks.

1-3 QUESTIONS REGARDING SOLICITATION

Any questions, explanations, requests for additional information, clarification, interpretation, or other requests desired by Offeror(s) regarding the Solicitation **must be emailed** to the BMPO's Procurement Officer (see contact information below). **To be considered, all requests must be received by the Procurement Officer no later than the Deadline for Questions date and time identified in Section 2-2, Solicitation Timetable.** Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, telephone number, and email address.

The Procurement Manager will issue a response to any inquiry, if deemed necessary, by written amendment to the Solicitation, issued prior to the Sealed Offer Due Date & Time. The Offeror shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

It is the Offeror's responsibility to ensure receipt of all amendments and substitute Offer Forms. It is the Offeror's further responsibility to verify with the Procurement Officer, prior to submitting an Offer, that all amendments have been received. The Offeror shall submit the Offer form entitled "**AMENDMENT ACKNOWLEDGMENT FORM,**" with their Offer.

All Offerors shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the BMPO or its agent in writing **via email** prior to the deadline for Questions.

Submission of an Offer will serve as prima facie evidence that the Offeror has examined the RFQ documents and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents will be made in the form of a written amendment to the RFQ document and will be furnished by the BMPO to all Offerors who request the RFQ documents from the Procurement Office. Only those interpretations of, or changes to, the RFQ document that are made in writing and furnished to the Offerors by the BMPO may be relied upon.

Among other penalties, violation of these provisions by any particular Offeror shall render their Offer to be deemed non-responsive and any award to Offeror voidable, at the sole discretion of the BMPO.

The Procurement Officer and designated point of contact for this Solicitation is:

Christopher C. Bross,
Contracts and Procurement Manager
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
(954) 876-0064
brossc@browardmpo.org

1-4 CONTENTS OF SOLICITATION

- a) General Conditions.
 - 1) It is the sole responsibility of the Offeror to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. By the submission of an Offer to do the Work, the Offeror certifies that a careful review of the RFQ documents has taken place, and that the Offeror is fully informed and understands the requirements of the RFQ documents and the quality and quantity of service to be performed. Pleas of ignorance by the Offeror of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the BMPO or the compensation to be paid to the Provider.
 - 2) The Offeror is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State and Federal Statutes, Rules, or Regulations.

b) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued, the Specifications or Scope of Services, the Special Conditions, and then the General Terms and Conditions.

1-5 PREPARATION AND SUBMISSION OF AN OFFER

a) Preparation/Submission.

- 1) The Offer Forms and affidavits set forth in this RFQ shall be used when submitting an Offer. Use of any other forms shall result in the rejection of the Offeror's Offer. All forms submitted shall be completed and signed only by the Offeror.
- 2) The Offer will either be typed or completed legibly in ink. The Offeror's authorized agent will sign the Offer Forms in permanent ink and all corrections made by the Offeror shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Offer.

The BMPO is exempt from federal excise taxes. Upon request, the BMPO will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications, if applicable.

- 3) Any telegraphic or facsimile Offer shall not be considered.
- 4) The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any materials or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications and Scope of Services shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with and/or receiving funding from the BMPO.

c) Sworn Statement on Public Entity Crimes.

A person or affiliate, as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit an Offer on an Agreement to provide any goods or services to the BMPO and may not transact business with the BMPO in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFQ, Offeror certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this Solicitation.

Each Offeror shall notify the BMPO within 30 days after a conviction of a contract crime applicable to it or any officers, directors, executive, shareholders active in management, employees, or agents of its affiliates. Under Section 337.164, F.S., the privilege of conducting business with BMPO shall be denied to applicants so convicted until such applicant is properly reinstated pursuant to Section 337.165, F.S., and Rule 14-75, F.A.C.

d) Anti-Kickback Affidavit/No Contingency Fee.

All Offerors shall submit the duly signed and notarized form entitled, "**ANTI-KICKBACK AFFIDAVIT.**" Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Offeror, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

e) Non-Collusion Declaration.

All Offerors shall submit the duly signed form entitled "**NON-COLLUSION AFFIDAVIT.**"

f) Antitrust Laws.

By acceptance of a Contract, the Successful Offeror acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

g) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. On the form provided in Section 12 of this RFQ ("Independence Affidavit"), the Offeror shall list, and describe any relationships – professional, financial or otherwise – that it may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFQ. Additionally, the Offeror shall give the BMPO written notice of any other relationships – professional, financial or otherwise – that it enters into with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units during the Solicitation period and during the term of the Agreement.

1-6 MODIFICATION OR WITHDRAWAL OF AN OFFER

a) Modification of an Offer.

An Offer shall not be modified or corrected after it has been deposited with the BMPO. The modification or correction of an Offer after it has been deposited with the BMPO shall constitute a breach by the Offeror, and any such Offer shall not be considered by the BMPO.

b) Withdrawal of an Offer.

An Offer may be withdrawn only by written communication delivered to the Procurement Office prior to the Solicitation Closing Date & Time. An Offer may also be withdrawn after one-hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Procurement Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Offeror.

1-7 LATE OFFERS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Offers received after the Solicitation Closing Date & Time shall be deemed unresponsive, and shall not be opened or considered. Modifications of Offers received after the Solicitation Closing Date & Time shall also not be considered. Withdrawals of Offers received after the Solicitation Closing Date & Time or prior to the expiration of one-hundred and eighty (180) calendar days after the Solicitation Closing Date & Time shall not be considered.

1-8 SOLICITATION POSTPONEMENT OR CANCELLATION

The BMPO may, at its sole and absolute discretion, reject any and all, or parts of any and all Offers, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Offers received as a result of this Solicitation.

1-9 COST OF OFFERS

All expenses involved with the preparation and submission of Offers to the BMPO, and any work performed in connection therewith, shall be borne by the Offeror(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Offeror(s) prior to commencement of Work as defined by a contract duly approved by the Executive Board of the BMPO.

1-10 ORAL PRESENTATIONS

The BMPO may require Offerors to perform an oral presentation in support of their Offers or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation and Selection Committee or the Executive Board of the BMPO. If required, Offerors will be notified in writing prior to the date of such a presentation.

1-11 CONDITIONS / EXCEPTIONS TO THE SOLICITATION

Any Offer containing conditions or an exception that may change the terms and conditions of the Contract will be rejected as nonresponsive. Conditions include assumptions, exceptions, qualifications, points of discussion, and all other terms submitted by Proposers that may materially affect the Work. Failure to follow these simple instructions will result in Offers being found nonresponsive. If an Offeror desires to request a condition / exception to be considered, the Offeror must submit their request to the BMPO in writing and shall specifically reference the corresponding Section, paragraph and page number in this Solicitation, during the period of time the proposer may ask questions as outlined in this RFQ.

Where conditions are proposed during the solicitation question period, the BMPO, in its sole discretion, shall determine whether to consider the condition, and/or the acceptability of the proposed condition. The BMPO is under no obligation to accept or consider any conditions or exceptions.

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

Offerors are hereby notified that all information submitted as part of, or in support of Offers, will be available for public inspection after opening of the Offers, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." Offers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The BMPO reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

All Offers submitted in response to this solicitation become the property of the BMPO. Unless the information submitted is proprietary, copy written, trademarked, or patented, the BMPO reserves the right to utilize any or all information, ideas, conceptions, or portions of any Offer, in its best interest. Acceptance or rejection of any Offer shall not nullify the BMPO's rights hereunder.

1-13 EVALUATION OF OFFERS

a) Rejection of Offer.

- 1) The BMPO may reject any Offeror's Offer;

or

The BMPO may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the BMPO. The BMPO shall be the sole judge of what is in its "best interest."

- 2) The BMPO may reject any Offer if the Offeror does not accept, or attempts to modify the terms and conditions of this Solicitation.

b) Waiver of Informalities.

The BMPO reserves the right to waive any informalities or irregularities in this Solicitation, where such is merely a matter of form and not substance. Irregularities are defined as those that will not have an adverse effect on BMPO's interest and will not materially affect the Offer by giving an Offeror an advantage or benefit not enjoyed by other Offerors.

c) Demonstration of Competency.

- 1) An Offer will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this Solicitation. The Offeror must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or services if awarded the Contract as a result of this Solicitation.

- 2) The BMPO may conduct a pre-award inspection of the Offeror's site or hold a pre-award qualification hearing to determine if the Offeror possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of this Solicitation. The BMPO may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Offeror, including past performance (experience) with the BMPO or any other governmental entity in making the award of any Contract.
- 3) The BMPO may require the Offeror to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The BMPO reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

1-14 NEGOTIATIONS

Pursuant to Section 287.055, Florida Statutes, the BMPO, at its sole discretion, reserves the right to enter into Contract negotiations with highest qualified responsive, responsible Offeror for the project. If the BMPO and said Offeror cannot negotiate a successful Contract, the BMPO may terminate said negotiations and begin negotiations with the next highest qualified responsive, responsible Offeror. This process will continue until a Contract acceptable to the BMPO has been executed or all Offers are rejected. No Offeror shall have any rights against the BMPO arising from such negotiations or termination thereof.

1-15 AWARD OF A CONTRACT

- a) Contract.

This Solicitation contains a sample of the Contract entitled "**SAMPLE CONTRACT.**" After award, the attached Contract, inclusive of all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. The BMPO may award independent contracts to multiple Offers, in its sole discretion, to secure the goods and/or services required by this Solicitation. After award, the Contract, including all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Offeror pursuant to this Solicitation until the Contract has been executed by both parties thereto.

- b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or Specifications. The Successful Offeror(s) shall be deemed "Non-

Responsive” if such documents are not submitted in a timely manner and in the form required by the BMPO. Where the Successful Offeror(s) is deemed “Non-Responsive” as a result of such failure to provide the required documents, the BMPO, may award any Contract for a specific project to another of the qualified responsive, responsible Offeror(s).

c) Independent Contractor.

The Successful Offeror shall be a contractor operating independently from the BMPO. All employees and contractors to the Successful Offeror shall be considered to be, at all times, the sole employees or contractors of the Successful Offeror under its sole discretion and not an employee, Contractor, or agent of the BMPO. Nor shall employees and contractors to the Successful Offeror enjoy any privity of contract with the BMPO. Neither the Successful Offeror nor any of its employees shall receive any BMPO benefits available to employees of the BMPO. The Successful Offeror shall supply competent and capable employees and contractors. The BMPO may require the Successful Offeror 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.

d) Contract Extension.

The BMPO reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The BMPO shall notify the Successful Offeror in writing of such extensions. Additional extensions beyond the first ninety (90) day extension may occur, if, the BMPO and the Successful Offeror are in mutual agreement of such extensions.

e) Limited Contract Extension.

Any specific work assignment that commences prior to the termination date of any Contract and that will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in any Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Offeror’s guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The BMPO is not

obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the BMPO's actual needs and/or usage during a previous contract period. Said estimates may be used by the BMPO for purposes of determining the qualified responsive, responsible Offeror meeting specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the BMPO for the Project, it is hereby agreed and understood that any Contract does not constitute the exclusive rights of the Successful Offeror to receive all orders that may be generated by the BMPO in connection with the types of products and/or Services requested herein.

1-16 RIGHT OF APPEAL

Any Offeror may protest any recommendation for the award of a Contract or rejection of all Offers, in accordance with the BMPO's Protest Procedures. Complete copies of all procedures are available from the BMPO's Procurement Office.

After a notice of intent to award a contract is posted, any actual Offeror who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may submit a protest to the Broward Metropolitan Planning Organization, Procurement Officer, Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, Florida 33309.

A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest and the required deposit are received by the Procurement Officer.

The Protest shall be accompanied by a required deposit from a protester to compensate the BMPO for the expenses of administering the protest. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one (1) percent of the amount of the pending award or five thousand dollars (\$5,000). If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the BMPO.

A protestor must exhaust all administrative remedies with the BMPO before pursuing a protest with the applicable Federal agency.

1-17 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the BMPO for purchase of supplies, materials, or services, including professional services, shall require that the Offeror submits with its Offer a listing of all first-tier subcontractors or subconsultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the Successful Offeror. In addition, the Successful Offeror shall not change or substitute subcontractors, subconsultants, or suppliers from those listed in the Offer except upon written approval

of the BMPO. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the Executive Director, subject to his approval.

All Offerors shall submit the completed Offer form entitled “**OFFEROR’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Offer. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE OFFER NON-RESPONSIVE.**

1-18 INTERPRETATIONS AND INQUIRIES

All Offerors shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the BMPO or its agent in writing prior to the deadline.

Submission of an Offer will serve as prima facie evidence that the Offeror has examined the RFQ documents and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents will be made in the form of a written amendment to the RFQ document and will be furnished by the BMPO to all Offerors who request the RFQ documents from the Procurement Office. Only those interpretations of, or changes to, the RFQ document that are made in writing and furnished to the Offerors by the BMPO may be relied upon.

1-19 VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent, or employee of the BMPO, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the BMPO or the Offeror.

1-20 ASSIGNMENT; NON-TRANSFERABILITY OF OFFER

Offers shall not be assigned or transferred. An Offeror who is, or may be, purchased by or merged with any other corporate entity during any stage of the RFQ process, up to and including awarding of and execution of an Agreement, is subject to having its Offer disqualified as a result of such transaction. The Executive Director shall determine whether an Offer is to be disqualified in such instances.

If, at any time during the RFQ process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Offeror, or the sale of a controlling interest in the Offeror, or any similar transaction, Offeror shall immediately disclose such information to the BMPO. Failure to do so may result in the Offer being disqualified, at the BMPO’s sole discretion.

1-21 LEGAL REQUIREMENTS

Offerors are required to comply with all provisions of federal, state, county and local laws, ordinances, BMPO rules and regulations that are applicable to the Services being offered in this RFQ. Lack of knowledge of the Offeror shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

1-22 FAMILIARITY WITH LAWS, RULES AND ORDINANCES

The submission of an Offer on the Services requested herein shall be considered as a representation that the Offeror is familiar with all federal, state and local laws, ordinances, BMPO rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Offeror discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, rule, or regulation, the Offeror shall report it to the BMPO in writing without delay.

1-23 ADVERTISING

In submitting an Offer, Offeror agrees not to use the results therefrom as a part of any advertising or Offeror sponsored publicity without the express written approval of the BMPO Executive Director or designee.

1-24 APPLICABLE LAW AND VENUE

The terms, conditions and provisions in this RFQ shall be included and incorporated in the final Agreement between the BMPO and the successful Offeror(s). The order of precedence will be the Agreement, the RFQ Documents, the Offeror's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

1-25 BMPO'S EXCLUSIVE RIGHTS

The BMPO reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Offers in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the BMPO Board not to be in the best interest of the BMPO.

By submitting an Offer for the services, all Offerors acknowledge and agree that no enforceable Agreement arises until the BMPO signs the Agreement, that no action shall lie to require the BMPO to sign such Agreement at any time, and that each Offeror waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the BMPO not signing such Agreement.

1-26 AMENDMENTS

The BMPO reserves the right to issue amendments to this RFQ. Each Offeror shall acknowledge receipt of such amendments on the form provided in Section 5. In the event any Offeror fails to acknowledge receipt of such amendments, his/her Offer shall nevertheless be construed as though the amendments had been received and acknowledged and the submission of his/her Offer shall constitute acknowledgment of receipt of all amendments, whether or not received by him/her. It is the responsibility of each prospective Offeror to verify that he/she has received all amendments issued before depositing the Offer with the BMPO.

1-27 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>. This office also recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) in identifying DBEs for work on this contract, visit <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

All Offerors must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List. The selected contractor or consultant must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.

Offerors, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA and/or FTA-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deem appropriate.

1-28 FEDERAL DEBARMENT

By submitting a response to this RFQ, the Offeror certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal department or agency.

SECTION 2: SPECIFIC TERMS AND CONDITIONS

2-1 SCOPE OF SERVICES

The Broward Metropolitan Planning Organization (BMPO) will retain the services of one prime consultant to perform the services as outlined in this Scope of Services for 2050 Metropolitan Transportation Plan (MTP) Update

Scope of Services

2050 Metropolitan Transportation Plan (MTP) Update

FINAL – April 18, 2022

Mission Statement

To collaboratively plan, prioritize and fund the delivery of diverse transportation options.

Vision Statement

Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.

LIST OF ACRONYMS

ADA	Americans with Disabilities Act
ATMS	Advanced Traffic Management System
BIL	Bipartisan Infrastructure Law
CAC	Citizens' Advisory Committee
CFP	Cost Feasible Plan
CFR	Code of Federal Regulations
CSAC	Complete Streets Advisory Committee
E+C	Existing plus Committed
EJ	Environmental Justice
ETAT	Environmental Technical Advisory Team
ETDM	Efficient Transportation Decision Making
FAST	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FTAC	Freight Transportation Advisory Committee
FTP	Florida Transportation Plan
FDOT	Florida Department of Transportation
GIS	Geographic Information System
GOMs	Goals, Objectives and Measures of Effectiveness
IJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation System
LCB	Transportation Disadvantaged Local Coordinating Board
LOS	Level-of-Service
LRTP	Long Range Transportation Plan
MAZ	Micro Area Zone
MPO	Metropolitan Planning Organization
MTP	Metropolitan Transportation Plan
NHS	National Highway System
O&M	Operations & Maintenance
PM	Project Manager
PPP	Public Participation Plan
RTP	Regional Transportation Plan
SC	Steering Committee
SEFTC	Southeast Florida Transportation Council
SFRPC	South Florida Regional Planning Council
SFRTA	South Florida Regional Transportation Authority
TAD	Traffic Analysis District
TAZ	Traffic Analysis Zone
TAC	Technical Advisory Committee
TCQSM	Transit Capacity and Quality of Service Manual
TDM	Transportation Demand Management
TIP	Transportation Improvement Program
TPA	Transportation Planning Agency

TPM	Transportation Performance Management
TPO	Transportation Planning Organization
TR	Technical Report
TSM&O	Transportation System Management and Operation
USDOT	United States Department of Transportation
UZA	Urbanized Area

GUIDING PRINCIPLES

About the Broward MPO

The Broward Metropolitan Planning Organization (MPO) is a federally-designated agency that is responsible for making policy about local transportation and deciding how to spend federal money on transportation projects within Broward County (“planning area”). The Broward region, defined as the urbanized area of Broward County within the Miami urbanized area, has a population of over 1.8 million full-time residents. The Broward MPO’s role is to determine how to prioritize the available funds to address overall mobility and best meet the transportation needs and aspirations of residents, businesses and visitors.

Broward MPO’s MISSION STATEMENT: To collaboratively plan, prioritize and fund the delivery of diverse transportation options.

Broward MPO’s VISION STATEMENT: Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.

The intent of the Broward MPO is to develop the Metropolitan Transportation Plan consistent with the guiding pillars set forth in the Broward MPO’s Strategic Business Plan (May 2020):

- Mission Achievement
- Efficient Decision-Making
- Effective Administration

2050 MTP Scope Overview

The CONSULTANT and the Broward Metropolitan Planning Organization (MPO) mutually agree to furnish, each to the other, the respective services, information, and items as described herein necessary to prepare the Broward MPO’s 2050 Metropolitan Transportation Plan (MTP) Update in accordance with the requirements of the United States Department of Transportation’s (USDOT’s) Fixing America’s Surface Transportation (FAST) Act, or the current transportation bill; the Metropolitan Transportation Planning regulations contained in 23 Code of Federal Regulations (CFR) Part 450 and 49 CFR Part 613; the requirements of section 339.175 of the Florida Statutes; and the provisions and specifications herein. The MTP will be adopted by the Broward MPO no later than December 2024.

The MTP will use 2050 as the horizon year and document the assessment of multimodal transportation facilities, services and policy needs over the next 25 years. Importantly, it will continue the new paradigm established in the previous plan updates (2040 and 2045) to provide a balanced transportation system that is both efficient and safe, and supports economic growth through improvements in multiple modes, with emphasis on mass transit and transit-supportive land uses. Additionally, the recently passed Bipartisan Infrastructure Law established new

funding and planning requirements that must be addressed as part of this MTP update including housing, climate resiliency, and equity.

The 2050 MTP will look to implement new and innovative transportation system performance measures that de-emphasize traditional road “congestion” in lieu of broader desirable transportation outcomes. The update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, equity, resiliency and economic factors reflected by the MTP’s Goals, Objectives and Measures/Performance Measures (GOM) to confirm existing and identify future transportation needs. Transportation “needs” may go beyond infrastructure investments to include changes in policy and legislation necessary to support future investments for one of the largest metropolitan areas in the United States. The MTP will weigh and balance the cost of various transportation investments against anticipated future funding to ensure the MTP is a financially feasible plan for Broward County’s next 25 years.

Additionally, the MTP update will consider the most recently published [State Planning Emphasis Areas](#) and [FHWA/FTA Planning Emphasis Areas](#) (12/30/2021):

State Planning Emphasis Areas

- Safety
- Equity
- Resiliency
- Emerging Mobility

FHWA/FTA Planning Emphasis Areas

- Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future
- Equity and Justice40 in Transportation Planning
- Complete Streets
- Public Involvement
- Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
- Federal Land Management Agency (FLMA) Coordination
- Planning and Environment Linkages (PEL)
- Data in Transportation Planning

The primary purpose of the 2050 MTP is to collaboratively plan for a transportation system that is multimodal, effective, efficient and affordable for all residents and respond to future changes and stressors that will affect the regional transportation network. Prior MTP updates have shown that Southeast Florida and Broward County face tremendous population growth and are facing global climate change impacts resulting in sea-level rise, increased intensity and frequency of severe weather events, and other effects. These factors will place a greater strain on Broward’s transportation network. Further, transportation technology is evolving at a rapid pace and the public sector is lagging behind in providing the necessary infrastructure and policy framework to meet the demands of Automated, Connected, Electric, Shared (ACES) vehicles. Finally, transportation and housing costs continue to disproportionately affect parts of the population (minorities, low-income households, etc.). In addition to the required planning elements, the 2050 MTP will include four (4) key emphasis areas in the development of the 2050 MTP:

- Safety

- Resiliency
- Emerging Technologies
- Housing Attainability/Accessibility

This scope of services specifies the tasks that may be issued, in part or whole, to the CONSULTANT to support MPO staff in the development of the 2050 MTP. During contract negotiations, additional tasks and work elements may be added or deleted at the discretion of the project manager (PM). The PM must approve initiation of work tasks, which may be one or more tasks identified in the scope of services, in writing before the CONSULTANT may perform work. The CONSULTANT will prepare a final work plan (to be included in the contract). While the 2050 MTP must be adopted no later than December 2024, all work will be completed no later than December 2025 in order to finalize all required federal documents, technical reports, and other supporting information.

The MTP will include long-range and short-range strategies/actions that continue to develop an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. In keeping with the intent and requirements of the FAST Act or current transportation bill, and the requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT) (as described in Chapter 4 of FDOT's Metropolitan Planning Organization Program Management Handbook), this plan update will be multimodal in nature. It will include: transit, pedestrian facilities, bikeways, greenways, waterborne transportation, highways, aviation, and rail. In addition, consideration for transportation system management and operations (TSM&O) and freight will be included in the MTP.

The MTP will include safety and security elements to meet the Federal requirements indicated in 23 CFR 450.322(h) and develop strategies to reduce traffic related deaths and serious injuries.

The update will include a robust Public Participation Plan (PPP) to provide interested parties opportunities to participate in the MTP update process. This update shall also be developed in consultation with Federal, State, Tribal, and local agencies responsible for land use management, natural resources, environmental protection, conservation and historic preservation.

Broward MPO will assign a PM to manage the CONSULTANT and MTP project. The overall update process and policy decisions will be guided by the MPO Board and its subcommittees. The Broward MPO Technical Advisory Committee (TAC) will serve as the Steering Committee (SC) for development of the 2050 MTP. The Broward MPO will coordinate development of the 2050 MTP with the adjacent Transportation Planning Organization (TPO)/Transportation Planning Agency (TPA) of Miami-Dade and Palm Beach, respectively, as well as the 2050 Regional Transportation Plan (RTP).

PROJECT TASKS

The following tasks will be completed by the CONSULTANT in adherence to both the Guiding Principles and Project Tasks contained in the scope of services.

SCOPE OF WORK

Task 1 – Project Management

Task 2 – Project Schedule and Coordination

Task 3 – Public Education and Outreach

Task 4 – Data

Task 5 – Goals, Objectives and Measures of Effectiveness/Performance Measures

Task 6 – Financial Resources

Task 7 – MTP Emphasis Areas – Safety, Resiliency, Emerging Technologies, and Attainable Housing/Accessibility

Task 8 – Model Support

Task 9 – Needs Assessment

Task 10 – Efficient Transportation Decision Making

Task 11 – Financially Feasible Plan

Task 12 – Equity

Task 13 – Regional Transportation Plan Coordination

Task 14 – 2050 Metropolitan Transportation Plan Adoption

Task 15 – General Planning Services to Support the Metropolitan Transportation Plan

TASK 1 – PROJECT MANAGEMENT

The CONSULTANT will assign a single person to serve through 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 of the Broward MPO's designated PM. The CONSULTANT PM is responsible for overall project management necessary to ensure the satisfactory completion of Broward MPO's 2050 MTP, 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 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 PM will work closely with the PM to ensure strong communication and coordination through 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 actual expenditures versus budget report. Beyond normal phone and email communication, the CONSULTANT and MTP PM will generally be expected to meet in person monthly (twice a month, at a minimum) to review the progress report and monitor progress.

The CONSULTANT PM will submit monthly invoices in a form and with documentation acceptable to the PM within 15 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report.

The MPO retains all rights and ownership to the data, reports, presentations, maps, video and figures delivered by the CONSULTANT in order to complete the tasks documented in this scope of services. All reports shall be of high quality and reproducible and maps shall be provided in a geographic information system (GIS) platform compatible with the MPO's computer software and hardware.

MPO staff 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; and
- Deliver comments to the CONSULTANT within 15 working days from the date that the preliminary data, reports, presentations, maps, video and figures are received from the CONSULTANT.
- 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 MPO staff and other relevant planning partners;
 - Deliver one electronic copy of preliminary materials for distribution to the MPO Board of Directors, the Technical Advisory Committee (TAC), the Citizens' Advisory Committee (CAC), the Local Coordinating Board (LCB), the Freight Transportation Advisory Committee (FTAC), Complete Streets Advisory

- Committee (CSAC), and the Resiliency and Attainable Housing Committee for review and comment;
- Revise preliminary data, reports, presentations, maps, video and figures to address comments provided within 15 working days of the date that the comments are delivered to the CONSULTANT;
 - Request from the RTP Consultant and deliver the FSUTMS users' files for the 2050 horizon year and the 2025 and 2035 interim years in a digital format compatible with the MPO's computer hardware and software;
 - Deliver one electronic copy, on a USB flash drive, and 50 printed copies of the *2050 Metropolitan Transportation Plan Executive Summary* (high quality, bound); and
 - Deliver one electronic copy, on a USB flash drive, and 50 printed copies of the *2050 Metropolitan Transportation Plan* (high quality, bound).

MEETINGS

All MPO Governing Board, TAC, CAC, LCB, FTAC, and CSAC meetings will be held at the offices of the MPO at 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, unless otherwise noted at the time of meeting announcement. Workshops and meetings with civic associations and local groups will be located throughout the MPO's planning area. The CONSULTANT shall prepare the necessary material, exhibits, presentation, advertising, and handouts for meetings and workshops. The CONSULTANT shall prepare meeting summaries, including documentation of comments from the public, staff and elected officials. The CONSULTANT is expected to be present in-person for MTP related agenda items to the advisory committees and MPO Board. Virtual meeting attendance will be handled on a case-by-case basis with approval from the PM.

MONTHLY MEETINGS

The CONSULTANT shall be available to meet with the Project Manger at least twice a month to discuss the contents of the monthly progress reports, to discuss the schedule of future activities and to ensure the project schedule is maintained (at least one of two meetings held each month will be in person). The CONSULTANT will work closely with MPO staff to schedule in-person project management meetings on the mornings of the TAC meetings at which the CONSULTANT project manager is scheduled to present.

TECHNICAL PRESENTATIONS

The CONSULTANT shall make the necessary arrangements to present to the MPO Governing Board, TAC, CAC, Resiliency & Attainable Housing Committee, LCB, FTAC, and the CSAC (60 presentations). It is anticipated that the number of presentations for each forum will include the following:

- MPO Board (6) – to be handled by the CONSULTANT PM
- Technical Advisory Committee (TAC) (18) – to be handled by the CONSULTANT PM
- Citizens' Advisory Committee (CAC) (12 with each to occur on the same day as a TAC meeting to not require an additional trip) – to be handled by the CONSULTANT PM
- Resiliency & Attainable Housing Committee (8) – to be handled by the CONSULTANT PM

- Local Coordinating Board (LCB) (4) – to be attended by CONSULTANT staff to answer questions
- Freight Technical Advisory Committee (FTAC) (4) – to be attended by CONSULTANT staff to answer questions
- Complete Streets Advisory Committee (CSAC) (3) - to be attended by CONSULTANT staff to answer questions
- Quarterly Presentations (8) - to be developed by the CONSULTANT for use by MPO staff to present on the status of the 2050 MTP
- Additional Presentations as Needed (5) – to be attended by CONSULTANT staff

Deliverables:

- Monthly progress reports
- Monthly invoices
- Meetings and presentations
- Meeting materials

TASK 2 – PROJECT SCHEDULE AND COORDINATION

The CONSULTANT will develop and maintain, through the life of the contract, a detailed schedule in Microsoft Project. This schedule will include MTP tasks, sub-tasks, external tasks that feed into and/or affect the project or schedule (i.e., SEFTC's RTP, FDOT's revenue projections and SERPM), identification of responsible agency or person, key partner agency meetings, MTP deadlines, Broward MPO and subcommittee meetings, and other details helpful to the management of the MTP. The CONSULTANT will create an initial "base" project schedule which, once approved by the PM, all subsequent project schedules will be compared to assist in project management and identification of "critical path" tasks and associated responsible party. The CONSULTANT will be expected to update the project schedule on a regular basis to account for changes in project tasks and deliverables.

The CONSULTANT PM is expected to use the project schedule as an important management tool to identify schedule issues, critical dates, early-start items, provide feedback on impacts of proposed schedule changes or late delivery of key deliverables or inputs, and convey project status and issues to MTP PM. The CONSULTANT will use Microsoft Project to develop reports and figures as needed to support the PM, prepare project progress reports, facilitate coordination with partners, etc.

The CONSULTANT will support the PM in coordinating with the Miami-Dade TPO and Palm Beach TPA MTP development efforts to ensure consistency. Likewise, the CONSULTANT will be required to coordinate with SEFTC's RTP. 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 will coordinate with FDOT, their consultants and the RTP consultant team responsible for the development of key MTP inputs, including SERPM with associated base socio-economic files and revenue projections.

The Broward MPO TAC will serve as the MTP steering committee (SC) and will be tasked with providing feedback and recommendations to the MPO Board on key issues and deliverables throughout the duration of the contract. Key decisions will be made by the PM and CONSULTANT and reported as appropriate at TAC meetings. The CONSULTANT and PM will strive to always present materials in a clear, concise, and coherent manner that avoids overly jargon-filled or technical materials. The CONSULTANT will be expected to provide defensible recommendations to the TAC.

Potential areas of conflict will be identified by the CONSULTANT as early as possible and brought to the PM's attention for timely resolution or decision making.

The CONSULTANT shall complete a draft *2050 Metropolitan Transportation Plan* no later than April 2024 to allow for public review, workshops and presentations to interested parties. The CONSULTANT will be responsible for developing and adhering to a schedule that allows Broward MPO adoption of the 2050 MTP no later than December of 2024.

Deliverables:

- Project Schedule in Microsoft Project
- Progress Reports and Figures

TASK 3 – PUBLIC EDUCATION AND OUTREACH

The CONSULTANT will develop a Public Participation Plan (PPP) for the 2050 Metropolitan Transportation Plan. (MTP). The PPP will outline the process by which the public will be engaged throughout the development of the MTP update, from inception to completion. At a minimum, the PPP should include goals, targets, expected outcomes, measures of effectiveness, target groups (based on the Transportation Planning Equity Assessment) and strategies to reach these groups. Additionally, the CONSULTANT will work collaboratively with MPO staff to review past public involvement efforts for the 2045 MTP and 2040 LRTP and work to revise the public involvement strategy throughout the development of the plan, as needed. The MTP is the “public’s plan,” so input from the public is a very important part of plan development and to foster implementation of the plan once adopted.

The PPP must provide appropriate opportunities for public participation and input during the MTP update process. The CONSULTANT shall undertake outreach efforts to various populations within the MPO boundary. The public involvement team should utilize the *Broward MPO’s Title VI Transportation Planning Equity Assessment* - <https://browardmpo.org/title-vi-transportation-planning-equity-assessment> (or an alternative tool) as a resource to help prepare and implement the Public Participation Plan, and to ensure traditionally under-represented groups are included in the planning process.

SUBTASK 3.1 - INTRODUCTORY VIDEO

The CONSULTANT will prepare a video to introduce the MTP update to the public. This video should be easy to understand and relatively simple to produce. The video should have branding consistent with the overall Broward MPO 2050 Metropolitan Transportation Plan. The video length will be no longer than 60 seconds.

SUBTASK 3.2 - OUTREACH

OUTREACH MEETINGS & EVENTS - MPO staff shall hold twenty (20) meetings with the appropriate local groups, civic associations local governments, and participate in other outreach events as necessary to solicit input regarding vision and community values during the MTP update. New and innovative outreach techniques should be explored for these meetings including (but not limited to) virtual participation, live polling, and digital surveys. The CONSULTANT will be responsible for scheduling and preparing materials for all meetings and will be expected to participate in ten (10) of these meetings to support MPO staff in this effort.

WORKSHOPS – The CONSULTANT shall prepare for and facilitate ten (10) workshops during the course of MTP update. Five (5) workshops may be held in the beginning of the project with the public and elected officials to solicit input regarding visioning, potential controversial transportation improvements, and to establish the evaluation criteria and the Goals, Objectives and Measures (GOMs). The other five workshops will be held after completing the draft *2050 Metropolitan Transportation Plan* and should leverage a public platform as part of existing, large community events such as an Art Walk or National Night Out event. New and innovative outreach techniques should be explored for these meetings including (but not limited to) virtual participation, live polling, and digital surveys. The CONSULTANT shall prepare the necessary material, exhibits, presentation, advertising, and handouts for the workshops. The CONSULTANT shall produce a short (1-page) summary of the workshop and document any comments or feedback from the public, staff, and elected officials.

E-TOWNHALLS – Up to 3 E-Townhalls, as needed, will also be used to solicit public feedback and increase awareness of the MTP. These E-Townhalls should be scheduled at strategic points in the MTP process to ensure efficient use of the public’s time and resources. The CONSULTANT will be responsible for the procurement, planning, and execution of all E-Townhalls.

SUBTASK 3.3 - PUBLIC OPINION SURVEY

The CONSULTANT will procure a statistically-significant public opinion survey to be completed during the MTP process to gain insight into the public’s thoughts on transportation options and desired goals of the 2050 MTP. The survey will build upon the statistically significant survey questions used for the 2045 MTP and potentially include additional questions to capture public sentiment on emerging issues. Survey questions should be developed by the CONSULTANT with input from Broward MPO staff. Survey results should be communicated to the Broward MPO MTP team early in the process, allowing the team to reach a diverse cross section of Broward’s population. Results should be presented in user-friendly formats for distribution to the public. Key findings should be presented and delivered to policy makers who can make use of such input as they speak to their constituents and peers.

SUBTASK 3.4 - MEDIA OUTREACH

Media outreach will be on-going throughout the MTP update. The CONSUTANT shall arrange for news releases and promote coverage in local newspapers, television stations, radio stations (radio broadcasts, AM, FM, and pay for radio), and online media. The CONSULTANT shall inform the media of ongoing outreach and opportunities for the public to comment on the MTP, especially at key times, such as before a scheduled E-Townhall. The CONSULTANT shall take advantage of available cost-effective media outlets to reach the public. The CONSULTANT should also utilize digital media as appropriate to achieve maximum reach to the population of Broward.

SUBTASK 3.5 - STAKEHOLDER ENGAGEMENT

The CONSULTANT shall be responsible for conducting outreach and engagement efforts with key partners and stakeholders. Those partners and stakeholders should at a minimum include: Federal partners such as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), Broward’s 31 municipalities, relevant Broward County Government departments (Transit, Planning, Engineering, Aviation and Environmental Management, Port Everglades, etc.), Broward County Commission, the Florida Department of Transportation (FDOT), the Seminole Tribe of Florida, Florida’s Turnpike Enterprise, and the State Historic Preservation Office (SHPO). Coordination with the RTP will also be expected as part of this effort (see Task 13). This outreach should ensure that stakeholder input is incorporated into all elements of the MTP and should be ongoing. The final MTP list of funded and unfunded needs should reflect robust engagement with planning partners throughout the process. To the maximum extent possible, efforts will be made to reach stakeholders through meetings identified in Task 1 and Task 3.2. This subtask includes additional staff time to fill in gaps identified in the stakeholder engagement that occurs as part of other tasks in this scope of services (largely through e-mail and telephone communications but also up to 5 in-person meetings with key stakeholders in Broward County).

SUBTASK 3.6 - EDUCATION & OUTREACH MATERIALS/PUBLICATIONS

The CONSULTANT shall collaboratively develop a theme (with MPO staff and using public feedback) to produce education and outreach materials and publications that inform the public about the Plan and ways to provide input. The theme should be included on all materials.

Potential materials to produce should include, but are not limited to brochures, fact sheets, informational booklets, rack cards, and flyers. Digital materials and web-based platforms to disseminate the material should also be considered in place of print materials/publications where appropriate. These materials should include the MPO's logo, website, phone number, and other appropriate information. The CONSULTANT will translate any of these materials into Spanish, Creole, or Portuguese upon request by the MPO. The materials produced should be easily useable by stakeholder partners in their own outreach activities e.g. e-blasts, website and newsletters.

All presentations made to the Broward MPO Board and subcommittees, whether oral or using media (e.g., PowerPoint), will include an education component to ensure Board and Subcommittee members are provided adequate background and context for the information they are being provided and/or decisions they are being asked to make. All presentations must conform to ADA Accessibility guidelines and be approved by the PM.

SUBTASK 3.7 - DIRECT MAILINGS

The CONSULTANT shall produce and distribute up to three pieces of literature to be mailed at key times informing the public of the MTP and outlining ways to participate in the process. A baseline mailing list for this effort will be provided by the MPO, but the CONSULTANT should build on this effort to find additional mailing addresses to send the information. The CONSULTANT shall ensure that the mailing list includes county and municipal elected officials and transportation agencies. The CONSULTANT will be responsible for the development of information, as well as procurement of the printing and mailing services for this effort. The CONSULTANT should be prepared to translate this literature as needed.

SUBTASK 3.8 - PROJECT WEBSITE

The Broward MPO will host the 2050 MTP website as a page on www.BrowardMPO.org, and will be responsible for maintaining that page. The Broward MPO will be responsible for purchasing a website domain that is easy to print and setting up a website to redirect to the main MTP webpage on the Broward MPO website. The CONSULTANT will also be responsible for providing Broward MPO staff with content and graphics for the MTP webpage. In addition, the CONSULTANT shall consider the production of an interactive map for the 2050 MTP where members of the public can click on an area on the map and leave comments.

SUBTASK 3.9 - SOCIAL MEDIA

The CONSULTANT will provide facts and information from the plan development to support social media outreach. The CONSULTANT will produce content, short videos, pictures, and infographics for placement on various Broward MPO social media platforms, including Twitter, Facebook, YouTube, and Instagram. The CONSULTANT will also work directly with MPO staff to develop topics and outline talking points for the Broward MPO's regularly scheduled podcasts.

SUBTASK 3.10 - EVALUATION OF PUBLIC PARTICIPATION PLAN

The CONSULTANT will conduct an evaluation of the public involvement activities of the MTP to assess how effectively the public has been educated, informed, and encouraged to actively participate in the MTP process, as well as to obtain feedback on improving and increasing the effectiveness on future public participation efforts. As part of this evaluation, the CONSULTANT should ensure outreach to non-traditionally represented groups occurs (using the Transportation Planning Equity Assessment as a foundation). The CONSULTANT will be responsible for tracking and analyzing the following:

- Outreach Meetings/Committee Meetings/E-Townhalls
 - The CONSULTANT will track the number of attendees at each meeting, and log each comment received.
 - The CONSULTANT will develop questions to evaluate participation from different communities in the Broward region, such as requesting zip code information.
 - The CONSULTANT shall analyze the extent to which input and comments received are pertinent and applicable to the MTP process, showing understanding of the projects as a result of the information provided.
- Project Website
 - The Broward MPO will provide data on the following 2050 MTP website information:
 - Site visits and page views
 - New vs. returning visitors
 - Sites referred to the website
 - The Google translator feature, and track the extent to which it is used, if possible
 - Provide a “lessons learned” website report to document outreach efforts and results
- Social Media
 - The Broward MPO shall be responsible for pulling information from various Broward MPO social media platforms (including Facebook, Twitter, Instagram, and YouTube), and analyzing the impact of the MTP posts on those platforms, such as number of views.

SUBTASK 3.11 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #1, a summary of all outreach activities undertaken as part of the 2050 MTP update. Technical Report #1 will include a comprehensive summary of all public comments received during the development of the Plan. This should be a comprehensive report of all outreach activities, large and small, as part of the 2050 MTP. Technical Report #1 should be produced in an easy-to-understand manner, so that future outreach plans can gain insight from this effort. This document should be part of the appendix of the final 2050 MTP Update.

Deliverables:

- Public Participation Plan
- Introductory Video
- Meetings with Local Groups
- Workshops
- Outreach Meetings
- E-Townhalls
- Public Opinion Survey
- Media Outreach
- Stakeholder Engagement
- Education and Outreach Materials/Publications
- Direct Mailings
- Project Website
- Social Media
- Evaluation of Public Participation Plan

- Technical Report #1: MTP Outreach Evaluation

TASK 4 – DATA

The CONSULTANT shall compile and review all documents and data pertaining to Broward's multimodal transportation system and existing and forecast travel activities in the area. These documents may include, but are not limited to, base and horizon year socio-economic data developed by the MPO, state and federal statutes, the MPO's Congestion Management Process, Transportation Demand Management Study results, Broward MPO's Transportation Improvement Program (TIP), Broward MPO's Multimodal Priorities List (MMPL), Broward MPO's 2045 Metropolitan Transportation Plan (MTP), airport master plans, seaport master plans, 2045 RTP, transit on-board survey data, roadway data, local and statewide and local freight and goods movement studies, Broward County Transit (BCT) and South Florida Regional Transportation Authority (SFRTA) Transit Development Plans, Transit Asset Management Plans, BCT's Public Transportation Agency Safety Plan, Broward County Mobility Advancement Program (MAP), MPO Bicycle/Pedestrian Safety Action Plan, 2060 Southeast Florida Regional Vision Blueprint report, Florida Transportation Plan (FTP), State Strategic Highway Safety Plan (SHSP), FDOT's Strategic Intermodal System (SIS) plan and environmental plans such as the Southeast Florida Regional Climate Change Action Plan.

The CONSULTANT shall review and summarize these documents and data in terms of their impact and relevance to the MTP particularly state and federal legislation and include any potential conflicts or inconsistencies that must be addressed. The CONSULTANT shall prepare a MTP Checklist that reflects the elements of the scope and summarizes the state and federal requirements of long transportation plans.

Data necessary to support development and measurement of GOMs will be compiled by the CONSULTANT. The data will be managed and applied in creative ways to support the 2050 MTP. No new primary data collection efforts are anticipated for this task, however, additional data to support the MPO's efforts in the MTP Emphasis Areas and Accessibility Measurement may be required. The CONSULTANT is expected to identify GIS and other mapping data needs early in the project schedule to support analysis and other MTP tasks. The CONSULTANT is responsible for collecting relevant GIS layers, mapping and data. The MPO will provide the CONSULTANT a list of available GIS layers, maps and data and supply requested materials electronically, when feasible, to the CONSULTANT.

SUBTASK 4.1 - SOCIOECONOMIC DATA

The socioeconomic data is used in the regional travel model to forecast auto and transit trips and is divided into the following sections:

- Household size (1,2,3,4+);
- Household income;
- Number of workers in household (0,1,2,3+);
- Households by presence of children (0,1+);
- Group quarter status;
- Households by type of housing unit;
- Age of population in households;
- Gender of population in households;
- Race/Ethnicity of population in households; and
- Worker occupation of population in households.

MPO staff will prepare a draft socioeconomic data forecast for 2020 (base-year) within the MPO planning area. The CONSULTANT shall check this data for accuracy, consistency and suggest corrections or modifications as necessary.

The CONSULTANT shall prepare the socioeconomic data forecast for the 2050 (horizon-year). The 2050 forecast will consist of three parts: Population and Household data, Employment data and Hotel/Motel and School enrollment data.

SUBTASK 4.1.1 - POPULATION AND HOUSEHOLD DATA

The CONSULTANT shall obtain the 2050 population and household data forecasts by TAZ developed by Broward County and shall use those forecasts as the starting point for this task. The CONSULTANT shall review those forecasts and document any anomalies and/or inconsistencies found in the County's forecasts. The CONSULTANT shall also ensure that this data is consistent with the University of Florida's Bureau of Economic and Business Research (BEBR) forecasts. The CONSULTANT shall submit the forecasted control totals to MPO staff for review and approval. Upon approval of the control totals, the CONSULTANT shall then allocate the data to the Traffic Analysis Zone (TAZ) and Micro Analysis Zone (MAZ) geographies as appropriate.

SUBTASK 4.1.2 - EMPLOYMENT DATA

The CONSULTANT shall also develop a forecast of employment for the horizon year 2050. The CONSULTANT shall develop and use a methodology approved by the BMPO. The CONSULTANT shall start this task by reviewing the 2020 base year employment data. The CONSULTANT shall use appropriate sources to develop the forecast of employment. The CONSULTANT shall also review and incorporate future land use development data from the Broward County Planning Council (BCPC) and municipalities into their forecasts. The CONSULTANT shall develop control totals from appropriate sources. The CONSULTANT shall submit the forecasted data to MPO staff for review and approval. Upon approval of the forecast by the MPO, the CONSULTANT shall then allocate the data to the TAZ and MAZ geographies as appropriate.

SUBTASK 4.1.3 - HOTEL/MOTEL SCHOOL ENROLLMENT DATA

The CONSULTANT shall develop a forecast of school enrollment and Hotel/Motel units for the horizon year 2050. The CONSULTANT shall use all appropriate sources to update the hotel/motel data. The CONSULTANT shall coordinate with the Broward County School Board and the local universities to develop the school enrollment data forecast. Upon approval of the forecast by the MPO, the CONSULTANT shall then allocate the data to the TAZ and MAZ geographies.

The CONSULTANT shall utilize Geographic Information System (GIS) applications to prepare maps and graphs showing socioeconomic variables by TAZ and MAZ for 2020 and 2050. The GIS maps should be based on density (per square mile) to avoid bias due to the difference in TAZ areas.

SUBTASK 4.2 - PEDESTRIAN, BICYCLE AND GREENWAYS DATA

The pedestrian, bikeways and greenway data will be used to inventory the existing pedestrian facilities and bikeways networks within the MPO planning area. MPO staff in cooperation with the MPO's Mobility Team and FDOT will transmit to the CONSULTANT the available sidewalk and bikeway data. The CONSULTANT will be responsible for ensuring that this information is both accurate and up to date and for suggesting corrections or modifications as necessary.

Depending upon the review of these databases, suggested corrections and modifications may be beyond this scope of services. If this were to happen, the CONSULTANT will immediately notify the MPO PM to jointly determine the best solution. The CONSULTANT shall use GIS to produce the existing pedestrian, greenways and bikeway facilities maps. The CONSULTANT shall identify on these maps major traffic generators for pedestrian and bicycle trips such as schools, beaches, major employers and others.

SUBTASK 4.3 - WATERBORNE TRANSPORTATION NETWORK DATA

The waterborne transportation data are used to inventory the existing waterborne transportation network which could be used to provide successful and efficient waterborne transportation service. The CONSULTANT will identify existing and potentially navigable waterways within the MPO planning area. The CONSULTANT will also be responsible for ensuring that this information is both accurate and up to date and for suggesting corrections or modifications as necessary. The CONSULTANT shall use GIS to produce the maps showing the waterways, known operational constraints, such as manatee protection zones and speed controls.

SUBTASK 4.4 - FREIGHT TRANSPORTATION NETWORK DATA

The 2020 and 2050 highway network will be used to identify projects that would provide for the safe and efficient movement of freight and goods. This shall include a review of rail, aviation, and waterborne freight needs working in conjunction with freight partners including the Broward County Aviation Department, Port Everglades, FDOT (for the South Florida Rail Corridor), and Florida East Coast Railroad. MPO Staff will transmit to the CONSULTANT the freight and goods movement data available to the MPO such as the *Southeast Florida Regional Freight Plan*, *Urban Freight/Intermodal Mobility Study* and from other outreach initiatives to the freight industry. The CONSULTANT will be responsible for ensuring that this information is both accurate and up to date and for suggesting corrections or modifications as necessary. Depending upon the review of these databases, suggested corrections and modifications may be beyond this scope of services. The MPO Project Manager will be notified immediately to jointly determine the best solution. The CONSULTANT shall coordinate the above-mentioned activities with the Southeast Florida Transportation Council (SEFTC) and the RTP CONSULTANT for consistency and to avoid duplication of efforts.

SUBTASK 4.5 - TRANSIT DATA

The CONSULTANT shall assemble relevant, recently completed plans and study documents to inform the development of the transit element of the MTP, including:

- a. Broward MPO's Commitment 2045 Metropolitan Transportation Plan (MTP)
- b. Broward MPO's Mobility Hub Program
- c. SEFTC Regional Transportation Plan (including transit scenarios)
- d. Broward County Transit Comprehensive Operational Assessment reports
- e. Origin-Destination survey reports for Tri-Rail, Broward County Transit, Florida DOT, and community bus services
- f. Transit Development Plans (TDP) – SFRTA and BCT
- g. Broward County Mobility Advancement Program (MAP)
- h. Broward County Transit System Plan

- i. Broward Commuter Rail Study
- j. Resources on transit oriented development (TOD) relevant to implementing TOD in Southeast Florida (including resources on equitable TOD)
- k. FDOT's transit passenger on-board surveys
- l. Transportation Elements of County and local Comprehensive Plans
- m. Fort Lauderdale-Hollywood International Airport Master Plan Update
- n. Port Everglades 2018 Master/Vision Plan
- o. Transit System Maps from BCT, SFRTA, MDT, Palm Tran
- p. Community Bus Services system maps
- q. Other plans and reports

The CONSULTANT shall collect geographic information system (GIS) data that can be used to support analysis and prepare specialized maps and presentation materials throughout the life of the project. The CONSULTANT will collect, catalog, and map transportation-related infrastructure from the project partners and other agencies, including but not limited to existing roads, airports, rail lines, right-of-way, park and ride lots, transit centers/Mobility Hubs/super stops, transit emphasis corridors, intermodal centers, and freight corridors in the region. The latest available aerials will also be included as a GIS layer. The CONSULTANT will make maximum use of existing public databases. The CONSULTANT will convert or digitize collected data not in electronic format.

The CONSULTANT and study partners shall utilize the previously completed plans for the Southeast Florida region to develop an existing-plus-committed transit network for Broward County, which will serve as the baseline for this project. All fixed guideway and premium transit corridors planned or currently under study within the region should be identified and current information collected (e.g., LRTP/MTPs and plans listed above). GIS data for the existing, committed, planned, and proposed transit projects in the Southeast Florida region will be collected and shown on GIS maps. Activities and findings of this task (data collection and development of baseline transit network) shall be summarized in a technical memorandum.

SUBTASK 4.6 - TRANSPORTATION SYSTEM MANAGEMENT AND OPERATIONS DATA

The CONSULTANT shall assemble and summarize local, regional, state and national Transportation System Management and Operations (TSM&O) initiatives, projects and studies, including, but not limited to, FHWA's Connected Vehicles Initiative, IBM's Smarter Planet initiative, FDOT TSM&O research, and the Southeast Florida Regional ITS Architecture.

SUBTASK 4.7 - ELECTRONIC DATA INVENTORY

The CONSULTANT shall create an "Electronic Data Inventory" (EDI) of all identified, available, and reviewed documents and data relevant to the MTP. The EDI will include an index with title, source, year, summary description, and other key descriptors helpful as a "sort" key. The EDI will include all electronically available documents and data and will be updated regularly throughout the life of the contract. GIS based data and data sets will be obtained and consolidated by the CONSULTANT as mutually agreed to by the MTP PM.

This task covers the development of data needed to run the regional travel demand model, which is used mainly to develop the highway and transit networks. Other data include but are not limited to planning for transit, land use, bikeway, pedestrian, waterborne transportation, ITS and freight.

SUBTASK 4.8 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #2 titled *Data Compilation and Review*. Technical Report #2 will provide detailed information on how the data were developed and quality checked for accuracy and consistency. The CONSULTANT shall be responsible for the contents and the accuracy of the maps, and the GIS data should be maintained in the *State Plane Coordinate System (NAD83)*.

Deliverables:

- MTP Requirements Checklist
- 2050 Socioeconomic Data Sets
- Electronic Data Inventory
- Technical Report #2: Data Compilation and Review

TASK 5 – GOALS, OBJECTIVES AND MEASURES OF EFFECTIVENESS/PERFORMANCE MEASURES

The purpose of this task is to identify the 2050 MTP goals, objectives and measures of effectiveness/performance measures (GOMs). The 2050 MTP will look to implement new and innovative transportation system performance measures that de-emphasize traditional road “congestion” in lieu of broader desirable transportation outcomes. The update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors reflected by the MTP’s GOMs to consider existing and identify future transportation needs. Transportation “needs” may go beyond infrastructure investments to include changes to collaborative approaches and changes in policy and legislation necessary to support the future, not past, investments to support one of the largest metropolitan areas in the United States.

The 2050 MTP GOMs should further the vision set forth by the MPO Board of Directors that “Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.” In addition, the MPO’s “Vision Zero” efforts should be included comprehensively throughout the GOMs.

The 2050 MTP should be innovative in its approach to Broward’s transportation needs and recognize the mature nature of the road network and look beyond traditional measures that focus primarily on moving cars. Key areas of focus should include public transportation, Transportation Demand Management, freight, pedestrians, bicycles, complete streets, funding, financing, extreme weather resiliency, seasonal tidal flooding, other flooding, health, age-friendly initiatives, or others as recommended by the CONSULTANT and supported by subcommittees of the Broward MPO. This task should also consider the four (4) Emphasis Areas outlined in Task 7.

SUBTASK 5.1 - CURRENT TRANSPORTATION LAW REVIEW

The CONSULTANT will conduct a comprehensive review of the most current transportation law (produced from the Bipartisan Infrastructure Law also known as the IIJA) and identify elements of the law that will directly and indirectly impact the development of the 2050 MTP. This should include a review of new transportation funding programs, transportation emphasis areas, and performance measurement. Additionally, the review should consider how the 2050 MTP can leverage and respond to the new transportation law and position the Broward MPO for federal discretionary funding. The CONSULTANT will coordinate with the RTP development team to compare findings on the new transportation law and ensure consistency at a regional level.

SUBTASK 5.2 - GOALS, OBJECTIVES AND MEASURES REVIEW

The CONSULTANT will research, consider, document and apply “best practices” from other MPOs nationwide to identify alternatives to traditional congestion measures such as volume/capacity and level of service that attempt to “solve congestion.” For example, measuring “accessibility” to destinations (e.g., home, work, recreation, shopping, etc.) may provide a more meaningful measure of the transportation system’s overall performance.

GOM development requires strong public input to ensure adopted GOM/PMs address perceived areas of need or deficiency. The Broward MPO’s 2045 MTP GOMs can serve as a starting point, but the CONSULTANT is expected to research and propose new and innovative measures while ensuring applicable federal planning factors are included, along with requirements of the Bipartisan Infrastructure Law (BIL also known as the IIJA) (or most recent

transportation legislation including the Federal Transportation Performance Management Measures (PM1, PM2, PM3, Transit Asset Management, and Public Transit Agency Safety Plan). The CONSULTANT shall refine and/or revise them as necessary to develop GOMs for the MTP update in accordance with input from the public involvement process. The GOMs must incorporate the, FHWA/FTA Planning Emphasis Areas, FHWA's LRTP Expectations, FDOT's Planning Emphasis Areas, and the guidelines in FDOT's latest *Metropolitan Planning Organization Program Management Handbook*. The GOMs will serve as the basis for policies, programs and investments identified in the MTP.

The CONSULTANT will ensure pedestrian, bicycle, other non-motorized transportation, transit, extreme weather and coastal and inland flooding mitigation, freight, greenways, and other transportation options are fully considered and incorporated. Safety will be considered through the lens of the MPO's "Vision Zero" initiative and its efforts to comprehensively include "safety" into all aspects of the 2050 MTP's GOMs. The CONSULTANT will consider new and emerging areas such as telework, automobile fleet electrification, car sharing, and automation. To the extent possible, measures should be quantitative using readily available data and information. However, it is understood qualitative measures may be necessary or appropriate in some cases and may be recommended. To the maximum extent possible, the CONSULTANT will calculate current values for all measurable objectives. Current values will be compared against known and available targets.

The CONSULTANT shall review state, regional, and local plans/studies for applicable performance metrics and considerations. The review shall include professional literature, research reports, local governments' comprehensive plans, FDOT policies contained in the *Florida Transportation Plan (FTP)*, and other sources, which may have concepts applicable to the MTP development. The review of the GOMs must consider the Federal Transportation Performance Management Measures set forth in the various MAP-21 transportation management programs and FAST Act, as applicable. Performance standards for non-highway and highway modes must be developed if not available in local comprehensive plans or ordinances. The CONSULTANT shall investigate the applicability of the latest FDOT's Quality/Level of Service Handbook and the Transit Capacity and Level of Service Manual, or other publications in developing these standards.

The CONSULTANT shall be responsible for obtaining and compiling, for the PM's review, ideas from the public outreach, MPO Board of Directors, the TAC, the CAC, the CSAC, the LCB, the FTAC, the Broward TSM&O Task Team and other interested parties regarding the GOMs and performance standards. The CONSULTANT shall keep records of information-gathering efforts in an easily presented and understood manner.

The CONSULTANT shall review the GOMs of neighboring MPOs such as Palm Beach and Miami-Dade and the Regional Transportation Plan (RTP) to identify any potential conflicts and to ensure regional consistency between the three MPOs. MPO staff will assist in acquiring available documents from the neighboring MPOs.

SUBTASK 5.3 - EVALUATION CRITERIA

The CONSULTANT shall develop evaluation criteria based on the GOMs, community values and requirements outlined in *the FAST Act*, or current transportation bill. The criteria will be used to evaluate and prioritize the proposed transportation improvement projects recommended in the Needs Assessment and Financially Feasible Plan (FFP). Criteria will be both objective and subjective as appropriate. Examples of objective criteria include cost, Level-of-Service (LOS) and similar numeric assessments based on current or forecast conditions. Subjective

criteria include quality-of-life measures, perceived value, consistency with the goals and objectives of partner agency plans, etc.

MAP-21 and the FAST Act established national performance goals for federal highway and transit programs that the MTP should demonstrate:

- *Safety* - To achieve a significant reduction in traffic fatalities and serious injuries on public roads;
- *Security* - To increase the security of the transportation system for motorized and non-motorized users.
- *Infrastructure Condition* - To maintain the highway infrastructure asset system in a state of good repair;
- *Congestion Reduction* - To achieve a significant reduction in congestion on the National Highway System (NHS);
- *System Reliability* - To improve the efficiency of the surface transportation system;
- *Freight Movement and Economic Vitality* - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development;
- *Environmental Sustainability* - To enhance the performance of the transportation system while protecting and enhancing the natural environment including impacts to air quality;
- *Reduced Project Delivery Delays* - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices;
- *Transit Asset Management* - to preserve and expand transit investments. Having well-maintained, reliable transit infrastructure – track, signal systems, bridges, tunnels, vehicles and stations – will help ensure safe, dependable and accessible services; and
- *Transit Safety* - to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems.

Performance Measures shall also include the integration and interconnectivity of non-motorized modes of transportation per federal statute.

MPO staff must be able to report to FHWA and FTA on progress in achieving progress toward MPO targets and the evaluation criteria selected for the MTP must help to satisfy that requirement.

SUBTASK 5.4 - BROWARD MPO PROJECT PRIORITIZATION PROCESS

The CONSULTANT will work with the PM and Broward MPO staff to develop a clear and defensible approach to a project prioritization process (and associated documentation), prepare a partner process guidance/education piece on the process, and recommend and develop a spreadsheet or database program to implement the process and create reports and maps. The prioritization process will consider GOMs, project readiness, type of funding required versus available, economic benefit analysis and other metrics as recommended by the CONSULTANT for consideration. Ideally, this task should be developed in conjunction with the MPO's Needs Assessment and Call for Projects to ensure appropriate information can be collected for the scoring criteria.

The Broward MPO and its funding partners wish to incorporate resolutions of support and clear project descriptions (i.e., scope of work) for all projects included in the MTP. The

CONSULTANT will, with MPO support, work with the “project sponsors” to develop clear project descriptions. MPO Staff will be responsible for working with the “project sponsors” to obtain resolutions once a draft MTP is accepted, but prior to MTP adoption.

The CONSULTANT will examine existing Broward MPO and national “best practices” processes for prioritization and make recommendations for changes as necessary.

SUBTASK 5.5 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #3 summarizing the new transportation law.

The CONSULTANT will prepare Technical Report #4 titled *Goals, Objectives and Measures of Effectiveness* that describes the development of GOMs, the relationship of the GOMS to the Performance Measures/Measures of Effectiveness, how to use the GOMs to guide to plan development, and how to use the Performance Measures to prioritize projects.

In addition, the CONSULTANT will prepare Technical Report #5 titled *Broward MPO Project Prioritization Process*.

Deliverables:

- Technical Report #3: Current Transportation Law Overview (title TBD)
- Technical Report #4: Goals, Objectives, and Measures of Effectiveness
- Technical Report #5: Broward MPO Project Prioritization Process

TASK 6 – FINANCIAL RESOURCES

The CONSULTANT shall prepare Technical Report #6 titled Financial Resources report that describes revenue projections for the period through 2050 and assumptions supporting the projections. This analysis is crucial to the accuracy of the financially feasible plan development. The financial feasibility report shall include at minimum the following:

- Public and private sources reasonably expected to be made available.
- Innovative financing techniques to fund existing project costs as well as the capital and Operations and Maintenance (O&M) costs of proposed projects (i.e., techniques may include new starts, tolls, taxing districts, new funding sources, local option tax, other local funding sources [such as concurrency, enterprise funds, etc.], private funding and congestion value pricing).
- An evaluation of existing funding in the Transportation Improvement Program (FY 2024-2028) comprising the first five (5) years of the MTP cost feasible plan.
- Coordination with FDOT on the revenue forecast with respect to all available state and federal funds including the Strategic Intermodal System (SIS) through 2050.
- Opportunity to leverage new federal transportation discretionary funding programs identified in the new transportation law (originating from the Infrastructure Investment and Jobs Act).
- All revenue sources identified by the Regional Transportation Technical Advisory Committee (RTTAC) Funding Sub-Committee needed for regional consistency in the Regional Transportation Plan (RTP).
- Broward County’s Mobility Advancement Program (MAP) revenues

The CONSULTANT will lead this task. However, the CONSULTANT shall use any data available from the MPO, FDOT, RTTAC, Broward County, and other agencies involved in planning and funding of transportation projects. The task will assess the financial resources that may be available for funding transportation improvements during the MTP planning period. The work will consist of the identification and evaluation of existing and prospective transportation improvement funding sources, assessment of funding levels available during each of the interim years of the MTP planning period, and assembly of broad schedules of financial capacity between the present and 2050 to help guide the development of the MTP.

The CONSULTANT shall identify funding eligibility for each source used in the plan. For example, regional funds can be spent on regional facilities, and Strategic Intermodal System (SIS) funds cannot be spent on local roads. The CONSULTANT shall investigate the use of “flex” funding as allowed to shift from funding highway projects to other modes such as mass transit and/or from capital to O&M. In addition, the CONSULTANT should evaluate the eligibility and applicability of available funding resources within each of the established MTP funding programs and assess the percentage allocation to each MTP funding program based on feedback from the MPO Board, advisory committees, and MPO staff.

To support the project prioritization process, it is important the CONSULTANT carefully review, identify and confirm with the responsible agency the types of projects that may be funded or not within a given fund type

Based on the above information, the CONSULTANT shall utilize the most recently available TIP to determine the available revenues through 2028. The CONSULTANT shall forecast potential financial resources for interim and horizon timeframes including 2026-2030, 2031-2035, 2036-

2040, 2041-2050 (consistent with the MPOAC LRTP Funding Timeframe Guidance) and using the inflation factors as specified by the FDOT Revenue Forecast to build transportation improvements as documented in the Needs Assessment.

The CONSULTANT will document the availability of funds that match the costs of transportation improvement projects recommended for inclusion in the 2050 MTP. This includes both capital and operations and maintenance funding. This approach will help ensure construction can be reasonably expected to be completed in the MTP timeframe.

The CONSULTANT shall incorporate a sub-section in the Financial Resources Report to discuss new potential revenue sources that may be available for the implementation of improvements identified in the Needs Assessment, which are not included in the Financially Feasible Plan. This should include a review of new federal transportation federal discretionary programs. The CONSULTANT shall estimate the amount of revenues expected to be generated from these sources.

The CONSULTANT should coordinate with the RTP Consultant on this Task since they are required to prepare substantial financial revenue research and documentation.

SUBTASK 6.1 - DOCUMENTATION

The CONSULTANT shall document the financial resources task in Technical Report #6 titled *Financial Resources*. The report shall include detailed analysis of types of available and potential funding sources allocated for transportation improvement during the MTP planning period, i.e., FY 2025 through 2050 (transportation improvements between FY2024 and 2028 will be committed in the TIP).

Deliverables:

- Technical Report #6: Financial Resources

TASK 7 – MTP EMPHASIS AREAS – SAFETY, RESILIENCY, EMERGING TECHNOLOGIES, AND HOUSING ATTAINABILITY/ACCESSIBILITY

The purpose of this task is to build on the transportation planning emphasis areas established by FHWA, FDOT, and the Broward MPO. The Broward MPO has grouped these emphasis areas into four (4) main categories: Safety, Resiliency, Emerging Technologies, and Housing Attainability/Accessibility. Each of these emphasis areas should inform various components of the final MTP from a planning, policy, and project needs perspective.

The Broward MPO has already made great strides in the realm of safety and resiliency. Building upon the work from the 2045 MTP, safety and resiliency considerations will be a fundamental component of the 2050 MTP. These subtasks will focus on conducting countywide analyses to identify deficiencies in the transportation network and identifying target areas for further study using the project development frameworks established for both of these emphasis areas. Additional planning and policy work should center on coordination with partner agencies who have developed supporting reports, studies, and projects to support these emphasis areas. Locations with high vulnerability (for safety and resiliency) will be identified for use in the MTP Needs Assessment (Task 9).

Emerging technologies focus on supporting infrastructure for Automated, Connected, Electric, Shared (ACES) vehicles and smart city technology. This technology is continuing to gain momentum nationwide and MPOs are uniquely positioned to encourage regional coordination and collaboration in this realm. FDOT and Broward County have completed extensive work through the development of a Countywide EV Master Plan and the TSM&O Master Plan. Coordinating with these partner agencies and their ongoing work will be fundamental in developing a comprehensive approach to preparing for ACES and smart city technology through 2050. Work in this emphasis area will center on developing a countywide master plan for ACES and smart city technologies. Additional planning and policy recommendations should be developed in order to guide the MPO's role in this realm.

Housing attainability and accessibility to community resources are inextricably linked to transportation. The recent federal transportation legislation has increased focus on establishing measures of livability which include housing attainability, accessibility, and transportation equity (including access to transportation options, transportation costs, and transportation efficiency). The Broward MPO has established the "Resiliency and Attainable Housing Committee" to support efforts in this realm. This group will serve as an advisory committee for all work in this emphasis area. Work in this emphasis area will include a review of the new transportation legislation as it relates to housing affordability and evaluating land use policies which promote increased housing affordability, transportation accessibility, and equity. 2100 transit plans.

SUBTASK 7.1 - SAFETY

The CONSULTANT shall conduct a countywide crash assessment and develop a prioritization process to rank locations by crash severity or other agreed upon metric as determined by MPO staff in coordination with its partners. Consideration should be given to on-system and off-system projects and the potential revenue sources each of these locations could leverage during the project development phase. An effort should be made to group high-crash locations for project development and delivery. The final ranked list of high-crash locations should include all the information necessary for consideration in the MTP Needs Assessment and the MPO's annual Roadway Safety Audit (RSA) process developed in coordination with FDOT.

Additionally, the CONSULTANT shall explore the use of predictive crash analytics to inform the final ranked list of high-crash locations and support a proactive approach for addressing safety throughout the County. The CONSULTANT shall also evaluate non-infrastructure countermeasures to address safety throughout the county and provide policy recommendations to help reduce the incidence of fatal and severe crashes, consistent with the MPO's Complete Streets Master Plan, Vision Zero Initiative, Bicycle/Pedestrian Safety Action Plan, USDOT's National Safety Strategy, FHWA's Safe System Approach, and federal TPM measures. The CONSULTANT will support MPO staff in coordinating with agency partners to ensure consistency with proposed planning efforts and policy recommendations.

The CONSULTANT shall document the countywide crash assessment, final ranked list of high crash locations, predictive crash analyses, planning/policy recommendations, and additional work in Technical Report #7 titled MTP Safety Assessment.

SUBTASK 7.2 - RESILIENCY

The CONSULTANT shall develop a countywide resiliency network for targeted mitigation and adaptation funding. The resiliency network should include transportation facilities vulnerable to sea level rise, storm surge, precipitation, temperature, and other extreme weather events through 2050 (including agreed upon interim years). The resiliency network will utilize the previous work from the South Florida Climate Change Vulnerability and Adaptation Pilot Project, Extreme Weather and Climate Change Risk to the Transportation System in Broward County, Broward MPO's Transportation Resiliency Framework Study, and other state and local planning studies. This work will also incorporate the findings from the joint South Florida Rail Corridor Resiliency Study which is anticipated to be complete by June 2023, Broward County's Countywide Vulnerability Assessment, and Countywide Resilience Plan. The CONSULTANT shall develop a prioritized list of locations from the resiliency network for targeted resiliency mitigation and adaptation for use in the MTP Needs Assessment and to assist in the development of future resiliency projects or projects with a resiliency component (using the MPO's Resiliency Framework).

The CONSULTANT shall also identify projects, locations, and policy recommendations to enhance electric vehicle infrastructure capacity. This effort will reference the work completed by FDOT and Broward County through their respective EV Master Plans. Additionally, the CONSULTANT shall evaluate the feasibility and cost (at a planning level) of rail (SFRC and FEC) and Port electrification. The CONSULTANT will be responsible for coordinating with the respective partner agencies to understand future EV needs and ensure consistency in identified projects and policy recommendations. A portion of this subtask will overlap with Subtask 7.3 with the development of an ACES/Smart City Master Plan for the County.

This subtask will be directly coordinated with the Broward MPO's Resiliency and Attainable Housing Committee. The CONSULTANT shall develop presentations, materials, and solicit feedback for these meetings (see Task 1).

The CONSULTANT shall document the resiliency subtask in Technical Report #8 titled "MTP Resiliency Assessment." The report shall include a detailed review of resiliency network methodology, prioritized list of locations, EV infrastructure assessment (including policy and project recommendations), rail/port electrification, and other data/maps/charts/graphs to support this analysis.

SUBTASK 7.3 - EMERGING TECHNOLOGIES

The CONSULTANT shall conduct a nationwide scan of best practices on the implementation of Automated, Connected, Electric, Shared (ACES) vehicle and Smart City infrastructure. This scan shall include a review of the MPO's role in planning and implementing this infrastructure and how the Broward MPO can best position itself to support its implementation partners. The review shall also consider the type, scale, and results of the technology implementation and identify lessons learned from peer agencies.

Building upon the work above, the CONSULTANT shall develop a countywide master plan for Automated, Connected, Electric, Shared (ACES) vehicle and Smart City infrastructure for use in the MTP. This plan shall consider the existing body of work completed by the Broward MPO (Hollywood/Pines Smart Corridor Pilot Project and Smart Corridor Implementation Strategy), Broward County (MAP and Traffic Engineering), and FDOT (TSM&O Master Plan) to produce a prioritized list of projects for federal funding in the MTP. To the greatest extent possible, the plan should include future smart city efforts and technology specifications for countywide implementation. The CONSULTANT shall develop a prioritized list of infrastructure projects for consideration in the MTP Needs Assessment

The CONSULTANT shall document the emerging technologies subtask in Technical Report #9 titled "MTP Emerging Technologies Assessment." The report shall include the nationwide scan, guidance on MPO leadership in implementation, summary of partner agency efforts, a master plan of ACES and smart city improvements for the MTP (including prioritized list of projects), and other data/maps/charts/graphs to support this analysis.

SUBTASK 7.4 - HOUSING ATTAINABILITY/ACCESSIBILITY

The CONSULTANT shall review new transportation and other legislation with emphasis on the nexus between attainable housing and transportation. The review shall include a summary of planning emphasis areas, federal funding programs to support attainable housing and transportation, and how to enhance projects outcomes to housing attainability. This portion of the subtask will be completed in conjunction with Subtask 5.1. Additionally, the CONSULTANT shall develop a Housing Coordination Plan consistent with Sec. 11201 of the Infrastructure Investment and Jobs Act.

The Housing Coordination Plan shall develop regional goals for the integration of housing, transportation, and economic development strategies to:

- Better connect housing and employment
- Align transportation improvements with housing needs
- Align planning for housing and transportation
- Expand housing and economic development within the catchment areas of existing transportation facilities and public transportation services
- Manage effects of growth of vehicle miles traveled experienced in the metropolitan planning area related to housing development and economic development
- Identify the location of existing and planned housing and employment, and transportation options that connect housing and employment
- Include a comparison of transportation plans to land use management plans, including zoning plans, that may affect road use, public transportation ridership, and housing development

The CONSULTANT shall utilize the information above to identify areas and corridors where there are opportunities for additional housing that serve the needs of Broward. This should be

compared to existing land use policies at both the local and county level and include an evaluation of overlap and gaps in existing housing/land use policy. The CONSULTANT shall evaluate the effectiveness of land use changes and propose policy recommendations to support increased housing attainability and accessibility. Comparisons should be drawn with the land use scenarios from the 2045 Regional Transportation Plan (RTP) and the MPO's transit network from the Vision 2100 plan. Outcomes shall be measured using traditional LOS/mobility measures and the new accessibility measures identified in Subtask 8.4. The CONSULTANT will utilize the results from the alternative land use modeling scenario to identify publicly-owned parcels adjacent to high-capacity transit corridors for opportunities to construct attainable housing. Based on the analysis, the CONSULTANT will support MPO staff in coordinating with partner agencies to share the findings and recommended land use policy changes.

This subtask will be directly coordinated with the Broward MPO's Resiliency and Attainable Housing Committee. The CONSULTANT shall develop presentations, materials, and solicit feedback for these meetings (see Task 1).

The CONSULTANT shall document the housing attainability/accessibility subtask in Technical Report #10 titled "MTP Housing Attainability/Accessibility Assessment." The report shall include a summary of the new transportation legislation (with emphasis on the nexus between housing attainability and transportation), the Housing Coordination Plan, evaluation of outcomes and recommended policy changes, evaluation of publicly owned parcels for attainable housing, and other data/maps/charts/graphs to support this analysis.

Deliverables:

- Technical Report #7: MTP Safety Assessment
- Technical Report #8: MTP Resiliency Assessment
- Technical Report #9: MTP Emerging Technologies Assessment
- Technical Report #10: MTP Housing Attainability/Accessibility Assessment

TASK 8 – MODEL SUPPORT

This task includes the review of the model structure, the transportation networks and the travel flows to ensure the forecasts used to build the MTP are reasonable. The CONSULTANT shall review and suggest, if necessary, model specification adjustments and highway and transit network coding updates to reflect 2030, 2040 and 2050 conditions in order to produce accurate and dependable travel forecast projections. The CONSULTANT shall coordinate with SEFTC and FDOT to ensure the regional transportation network reflects the MTP. Updating (coding) the network is the responsibility of the RTP's CONSULTANT. The CONSULTANT shall coordinate with neighboring MPOs and the RTP's CONSULTANT to ensure consistency and avoid duplication of efforts.

SUBTASK 8.1 - MODEL REVIEW AND ANALYSIS

The CONSULTANT shall review the model validation results to identify the strength and weakness of the travel model, identify links where the model tends to over-report and under-report trips and determine how the model output should be adjusted to develop the needs assessment and final MTP. Additionally, the CONSULTANT will utilize the outputs from the travel demand model (e.g., vehicle miles traveled [VMT], trips, VMT by speed class) to estimate greenhouse gas emissions at a county- and region-wide basis for use in the needs assessment, performance measures, and development of the final cost feasible plan for the MTP.

The SERPM model incorporates activity-based travel forecasting methods. These methods offer the potential for new project evaluation methodologies; however, these methodologies have not yet been fully tested in the context of transportation improvement policies. The CONSULTANT will perform sensitivity tests to verify both the capacity and reasonableness of this additional functionality. The CONSULTANT will communicate findings to the RTP's CONSULTANT to address any identified issues or concerns that would prevent successful application of the travel model.

SUBTASK 8.2 - EXISTING + COMMITTED NETWORK REVIEW

This task is primarily directed at compiling Existing + Committed (E+C) transit and highway networks for the Year 2027 condition, which is the end year in the latest available Transportation Improvement Program (TIP). Transportation projects in the TIP are considered committed. The CONSULTANT shall review the accuracy of the E+C network and suggest corrections or modifications as necessary to the RTP CONSULTANT, who is responsible for the coding of the E+C network. The CONSULTANT shall include all funded Mobility Advancement (MAP) projects as part of the E+C network. It is the responsibility of the CONSULTANT to coordinate modeling efforts with the RTP CONSULTANT.

SUBTASK 8.3 - FORECASTED TRIP PATTERNS REVIEW

It is the responsibility of the RTP CONSULTANT to identify and assess directional demand flows at multiple levels including:

- Counties
- Transit Adjacent Development
- Corridors

The CONSULTANT shall review these flows to ensure consistency and suggest corrections or modifications as necessary to the RTP CONSULTANT.

SUBTASK 8.4 - ACCESSIBILITY EVALUATION

The CONSULTANT will be responsible for researching and developing measures of accessibility for Broward, applying accessibility measures to Broward's transportation network, and evaluating the final output. The CONSULTANT will coordinate with the RTP Consultant to ensure consistency at the regional level.

SUBTASK 8.5 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #11 titled *Travel Model Support* detailing guidelines required for those cases where model modifications should be performed or where alternative methods have been incorporated by the RTP CONSULTANT to improve model results.

Deliverables:

- Technical Report #11: Travel Demand Model Support

TASK 9 – NEEDS ASSESSMENT

The purpose of this task is to analyze the deficiencies of the E+C transportation facilities in coping with transportation demands in 2050 and develop a list of prioritized transportation needs/projects. The 2050 socioeconomic data, in addition to potential bicycle, pedestrian greenways and waterborne activities, will be used to develop the travel demand estimates. The Needs Assessment is an attempt to identify the transportation infrastructure needed to accommodate future travel demand and to address safety issues without regard to economic, local, or political considerations. The MPOs Vision Zero initiative shall be included as a core principle in the needs assessment process – all components of the needs assessment shall include an evaluation of safety impacts at a network and project level. In this task, the CONSULTANT should review the Broward MPO’s corridor plans, mobility hub plans, and current and proposed operational plans of the transit providers. The needs list will also consider measures to reduce greenhouse gas emissions (utilizing the analysis in Task 8.1), understand the potential climate change and health impacts of the transportation system (existing and proposed) on the population.

MPO staff will organize and facilitate meetings with all partner agencies (i.e., cities, county, SFRTA, FDOT, etc.) in order to obtain local prioritized lists of needed projects. The CONSULTANT and MPO Staff will coordinate a day-long work session to review and assess the prioritized lists of needed projects obtained from the partner agencies.

SUBTASK 9.1 - CALL FOR PROJECTS

The CONSULTANT shall support MPO staff in developing a “Call for Projects” process during the early phase of MTP development. The “Call for Projects” process should provide an opportunity for MPO member agencies to submit transportation needs for consideration in the final MTP, as well as targeted outreach to MPO member agencies based on a geographic review of the transportation network utilizing the Transportation Planning Equity Assessment. MPO staff will be responsible for conducting the outreach to member agencies, developing an application process for MPO member agencies to submit transportation needs, scheduling one-on-one meetings with member agencies, and developing a final database of project needs for the MTP. The CONSULTANT shall provide feedback on this process as it relates to project prioritization and cost feasible plan development. The CONSULTANT shall meet with MPO staff for one day to review submittals from the “Call for Projects” effort. Additionally, the CONSULTANT will be responsible for developing planning level cost estimates for projects identified during this effort.

SUBTASK 9.2 - IDENTIFY DEFICIENCIES IN THE EXISTING + COMMITTED NETWORK

The CONSULTANT shall analyze a highway and transit assignment to the regional E+C Network with the 2050 socioeconomic data to determine the deficiencies on the highway and transit networks that will occur by the Year 2050. This will represent the “do nothing alternative” since the E+C network includes committed improvements in the latest TIP but not beyond that. The CONSULTANT shall use the output from the regional model (including the Accessibility Evaluation identified in Subtask 8.4), the most current Broward Roadway Capacity and Level of Service Report, the most current Highway Capacity Manual, the MPO’s Transportation Planning Equity Assessment, the MPO’s Congestion Management Process (CMP), the MPO’s High Injury Network and other software necessary to perform this task. Capacity shortfalls will be identified using the GOMs and performance measures developed in Task 5, *Goals, Objectives and*

Measures of Effectiveness. However, the analysis should aim to balance congestion relief with safety considerations based on the MPO's Vision Zero Initiative and Congestion Management Process (CMP). The MPO and its advisory committees, with guidance from the Steering Committee (SC) (as needed), will define the congestion levels at which a facility becomes "deficient." The adopted year 2045 cost feasible plan will be used as a starting point to develop a year 2050 needs assessment project list. Particular attention should be given to the potential inaccuracy of the validated model in simulating actual link traffic and transit ridership by route. The CONSULTANT shall develop adjustment factors to correct model forecast anomalies where applicable to improve projection results. These factors should be based on the validated model for base year 2020 and the same year traffic count and transit ridership by route information. The CONSULTANT shall also utilize the outputs from the Accessibility Evaluation produced in Task 8 to identify deficiencies from an accessibility perspective.

Capacity shortfalls for some of the above items such as the need for bikeways, pedestrian facilities, greenways and others cannot be directly evaluated using the regional travel demand model. However, the CONSULTANT may use other appropriate methods such as the results from the MTP Safety Assessment (Subtask 7.1), MTP Resiliency Assessment (Subtask 7.2), Emerging Technologies Assessment (Subtask 7.3), pedestrian and bikeway facilities development guide books, the proposed greenway plan, the Bicycle Suitability Map, the Complete Streets Master Plan, sidewalk inventory, input from the CSAC, Transit Capacity and Quality of Service Manual (TCQSM), ITS screening, TDM Study and others to evaluate transportation needs that cannot be modeled. The CONSULTANT shall develop and examine future travel desire-lines using the regional model and an aggregate of the zonal structure to assess the needs for future transportation facilities. The CONSULTANT shall also utilize the outputs from the Accessibility Evaluation produced in Task 8 to identify deficiencies from an accessibility perspective.

SUBTASK 9.3 - EVALUATE MULTIMODAL DEFICIENCIES AND SOLUTIONS

The needs assessment must include multi-modal solutions, including those identified in Task 7, such as:

- New bus routes;
- Improvements to existing transit corridors;
- New or improved exclusive right-of-way transit service (i.e. light rail, BRT);
- ITS strategies and applications;
- Automated, Connected, Electric, Shared (ACES) vehicle infrastructure;
- Safety Improvements
- Resiliency improvements;
- Pedestrian walkways;
- Greenways and bikeway facilities;
- Waterborne transportation;
- Transportation disadvantaged services;
- High occupancy vehicle treatments;
- Transportation Demand Management Strategies;
- Intermodal linkage and access needs;
- Freight related transportation improvements; and Arterial intersection improvements.

SUBTASK 9.4 - TRANSIT AND ROADWAY NEEDS ASSESSMENT

The CONSULTANT shall identify transit and roadway needs based on the results produced by the regional model, the accessibility evaluation developed in Task 8.4, and the Broward MPO's Congestion Management Process (CMP). The CONSULTANT shall also address congestion and mobility issues within specific corridors, which may require a separate planning-level analysis. Examples of these studies include but are not limited to the Strategic Intermodal System (SIS) Roadway and Transit components, Airport/Seaport People Mover, Central Broward East West Transit Study, Broward Commuter Rail Study and the Broward County Transit Systems Plan. The CONSULTANT shall coordinate the MTP update effort with the agencies managing those studies. Some of these studies have been completed or are underway. The CONSULTANT shall obtain a copy of each study from the appropriate agency and incorporate the study findings in the Needs Assessment process. With specific reference to the transit needs, the CONSULTANT will coordinate with Broward County's Mobility Advancement Program (MAP) team to understand the planned surtax investment for the County's transit network and identify opportunities to leverage federal discretionary programs for County identified transit projects.

The recommended transportation improvements shall be consistent with the GOMs developed in Task 5, the MPO's Vision Zero Initiative, the MPO's Congestion Management Process, and the input from the public, elected officials and other planning partners. The CONSULTANT shall coordinate this task with the neighboring MPOs and FDOT. The CONSULTANT in coordination with the RTP consultant, shall use the regional model to test transit and highway needs in the future condition (as included in Task 8). The CONSULTANT is responsible for providing data required for the coding of transportation network alternatives in Broward County to the RTP consultant. The coding of the transportation network alternatives is the responsibility of the RTP consultant.

SUBTASK 9.5 - ACCESSIBILITY ALTERNATIVE

The CONSULTANT shall utilize the outputs from the accessibility analysis in Subtask 8.4 and the RTP to identify multimodal transportation needs and enhance connectivity for key areas throughout the County. Depending on the outputs of accessibility analysis (at both the MPO and regional level), key areas could be identified as activity centers, equity areas, pedestrian/non-motorized priority areas, high crash locations, etc. The needs should consider innovative transportation solutions that serve the specific multimodal needs in key areas identified through the accessibility analysis. These needs should be complementary to the traditional roadway, transit, and other multimodal needs explored through the remainder of this task.

SUBTASK 9.6 - TRANSPORTATION SYSTEM MANAGEMENT AND OPERATIONS AND TRANSPORTATION DEMAND MANAGEMENT APPLICATIONS

In coordination with Task 9.4, *Transit and Roadway Needs Assessment*, and the findings from Task 4, *Data Review and Compilation*, the CONSULTANT shall identify areas in the transportation system where TSM&O and TDM strategies would be applicable and beneficial. The CONSULTANT shall recommend appropriate transportation improvement projects and include these projects in the Needs Assessment.

The CONSULTANT shall recommend the type of ITS application(s) appropriate for each situation and the operational and maintenance resource needs while working with the Broward County Traffic Engineering Division, FDOT Traffic Operations and other agencies to ensure compliance with the adopted ITS architecture and standards. TDM needs will be identified using information and findings from the MPO's Congestion Management Process.

SUBTASK 9.7 - FREIGHT AND GOODS MOVEMENT NEEDS

The MTP will provide for an integrated transportation system to enhance the efficiency of freight movement on the surface transportation network. The CONSULTANT shall address freight and goods movement concerns through inclusion of a variety of surface transportation projects focused on improving truck-mediated goods movement throughout the County.

Fort Lauderdale-Hollywood International Airport and Port Everglades are recognized as two important facilities serving as regional economic engines. The CONSULTANT shall identify other major freight and goods generator facilities and evaluate truck traffic between these facilities and the rest of the county. The CONSULTANT shall recommend appropriate transportation improvement projects that would improve freight and goods movement over the life of the Plan and include these projects in the Needs Assessment. The CONSULTANT shall review available reports and ongoing freight studies such as the Southeast Florida Regional Freight Plan, "Urban Freight/Intermodal Mobility Study," the US 27 Multimodal Planning & Conceptual Engineering Study along with input from stakeholders and others to develop this task. The CONSULTANT shall coordinate with the Broward MPO's Freight Transportation Advisory Committee (FTAC) and the FDOT Freight Coordinator on potential project needs in the region.

SUBTASK 9.8 - PEDESTRIAN, BICYCLE AND GREENWAYS NEEDS

MPO staff will be updating the Complete Streets Master Plan prior to the completion of the MTP Needs Assessment. This plan should serve as the foundation for pedestrian, bicycle, and greenway needs for the MTP. The CONSULTANT shall coordinate with MPO staff on the development of the Complete Streets Master Plan and provide appropriate feedback on elements that may affect the MTP. The CONSULTANT, in cooperation with MPO staff and MPO member agencies, shall identify deficiencies in the bicycle/pedestrian network for inclusion in the needs assessment through the work conducted as part of the Complete Streets Master Plan update.

Additionally, the CONSULTANT shall coordinate with MPO staff to review the available Bicycle Facilities Plan, the Bicycle Suitability Map, sidewalk inventory, greenway plan, most recently adopted Complete Streets Master Plan, Bicycle and Pedestrian Safety Action Plan, Multimodal Level of Service Tool, and coordinate with the CSAC and local governments to develop the Bicycle, Pedestrian and Greenway Needs Assessment. Multimodal policy recommendations and strategies to encourage the usage of bicycle and pedestrian transportation modes and their access in relation to transit shall be included in the MTP and be consistent with the work of the Complete Streets Master Plan.

SUBTASK 9.9 - WATERBORNE TRANSPORTATION NEEDS

The CONSULTANT shall assess the feasibility of utilizing the existing network of coastal canals and waterways to accommodate some of the commuter, recreational and other trip purposes. This task will identify the appropriate waterways and supporting facilities that would provide for the efficient and safe mobility of people and goods.

The CONSULTANT shall evaluate and identify the connectivity between the feasible waterway network and the activity centers and identify potential service routes.

SUBTASK 9.10 - MOBILITY HUBS

The CONSULTANT shall coordinate with Broward MPO staff on Mobility Hub-related projects. The MPO has updated and revised the criteria for Mobility Hubs. The MPO has established an

annual cycle for Mobility Hub funding similar to CSLIP. The CONSULTANT shall incorporate any new information into the Plan.

SUBTASK 9.11 - MTP FUNDING PROGRAMS

The CONSULTANT shall review existing MTP funding programs and recommend any modifications to the categories (i.e. add, delete, modify or change funding levels). The CONSULTANT shall categorize projects identified as part of the needs assessment and ensure available funding sources can be efficiently directed to applicable projects. The 2045 MTP funding programs may serve as a foundation for the new MTP funding programs. Using the information developed in Task 6, the CONSULTANT will be responsible for identifying the available financial resources for each funding program and will work with MPO staff, advisory committees, and the MPO Board to assign funding percentages to each funding program.

SUBTASK 9.12 - PRIORITIZATION PROCESS

The CONSULTANT shall apply the evaluation/prioritization criteria consistent with GOMS and earlier Tasks (Task 5) to rank projects by mode and/or funding program recommended in the Needs Assessment list of projects.

The CONSULTANT shall work with Broward MPO staff to develop evaluation/prioritization criteria that can be applied consistently across the MTP funding programs, including, but not limited to Roadway, Transit, CSLIP, the Complete Streets Master Plan, Mobility Hubs, Safety, and Resiliency.

SUBTASK 9.13 - COST ESTIMATES

The CONSULTANT shall include cost estimates for projects identified in the needs assessment, including capital, construction, right-of-way, operating and maintenance costs, and identify any uncertainty, where applicable. The cost estimates should be calculated at a planning level and utilize a consistent methodology agreed upon by MPO staff and FDOT (as an implementation partner).

SUBTASK 9.14 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #12 titled *Needs Assessment* documenting the process by which the transportation needs for the year 2050 plan were identified including highway, transit, ITS, freight movement, and other modes. The CONSULTANT shall prepare a list of projects (in excel format) which will include the following information for each project: a clear scope of work, a need and purpose for the proposed improvement, and a cost estimate.

Deliverables:

- Technical Report #12: Needs Assessment

TASK 10 - EFFICIENT TRANSPORTATION DECISION MAKING

Efficient Transportation Decision Making (ETDM) creates linkages between land use, transportation and environmental resources through early interactive involvement of permitting and planning agencies. This involvement is expected to save resources and improve decision making by resolving project impact at an early stage. MPO Staff shall develop the information needed for review and comment by the Environmental Technical Advisory Team (ETAT). This information will be created for capacity related projects in the Needs Assessment in accordance with FDOT's guidelines for ETDM and guidance from/coordinating with FDOT District Four staff. MPO Staff shall develop the Purpose and Need Statement and a sociocultural profile for each project for inclusion in the ETDM planning screen. This task will be led by MPO staff with support from the Consultant.

SUBTASK 10.1 - PLANNING SCREEN

The CONSULTANT shall identify projects for the ETDM Planning Screen and will provide the necessary project information required for submittal consistent with the ETDM Manual (Chapter 3, Section 3.4). Work conducted as part of this task will include the MPO's ETDM Coordinator electronically who will submit the created list of candidate projects and supporting information to the ETAT. The ETAT will conduct preliminary assessments of the impact of candidate projects on the environment using standardized formats and criteria. MPO Staff shall review comments from the ETAT and provide a recommended course of action to address these comments.

SUBTASK 10.2 - DOCUMENTATION

MPO staff shall develop Technical Report #14 titled *Efficient Transportation Decision Making* documenting the requirements and results of applying ETDM on the 2050 Needs Assessment and any environmental mitigation measures. This technical report should include a comprehensive list of projects (in Excel format) and the required ETDM Planning Screen information (referenced above).

Deliverables:

- Technical Report #13: Efficient Transportation Decision Making (to be completed by MPO staff)

TASK 11 – FINANCIALLY FEASIBLE PLAN

The CONSULTANT shall prepare the Cost Feasible Plan (CFP) using the results from previous tasks. The CFP shall include transit, pedestrian facilities, greenways, bikeways, highways, waterborne transportation, ITS, freight transportation as identified in the needs assessment. The CFP will be financially feasible and properly vetted by the public and elected officials. The final CFP will be organized by MTP funding program as established in Task 9. The CONSULTANT shall ensure that the final plan continues to be multimodal in nature and the recommended projects are consistent with the MTP’s vision, goals and objectives.

SUBTASK 11.1 - INTEGRATE PUBLIC COMMENTS

Public involvement is essential during the MTP development, especially at the beginning and end of the process. The CFP shall be finalized after sufficient policy review and public involvement. The CONSULTANT shall seek input from the MPO Board of Directors, its advisory committees, FDOT staff and other interested parties as part of the fulfillment of this task and as specified in Task 3, *Public Education and Outreach*. The CONSULTANT shall coordinate, schedule, and attend meetings, make presentations, take meeting minutes and keep records of information gathering efforts. All information should be drafted in such a way that is easily understood by the public and staff. MPO staff will be available to assist the CONSULTANT as specified in the PPP or as determined by the PM.

Preparation of the CFP must include documentation describing the efforts made to solicit public input and how it was used to help craft the MTP. The CONSULTANT shall identify how the proposed Cost Feasible Plan for the transportation system meets the performance standards included in the vision, goals and objectives. When significant written and oral comments are received on the draft *2050 Metropolitan Transportation Plan* as a result of the PPP, the CONSULTANT shall prepare a summary, analysis, and report on the disposition of comments which will be made a part of the final *2050 Metropolitan Transportation Plan*.

SUBTASK 11.2 - COST FEASIBLE PLAN DEVELOPMENT

As per Federal and State guidelines, the CFP must be implementable by the appropriate local and state agencies. The financial feasibility will be based on the reasonably estimated future revenues expected to be available from both private and public sources to carry out the plan in a timely manner, i.e., between the years 2024 and 2050. The period between 2024 (plan adoption year) and 2029 is covered in the five-year TIP and will be reflected in the CFP as committed improvements. The CONSULTANT is responsible for identifying all regionally significant projects in the FY 2024-2028 TIP to include as part of the first five (5) years of the CFP. In developing the CFP, the CONSULTANT shall demonstrate the consistency of proposed transportation investments with the projected sources of revenue identified in the Financial Resources. Using the Financial Resources Report and the cost data generated in Task 9, *Needs Assessment*, the CONSULTANT shall meet the requirements for a financial analysis as specified in FDOT’s Metropolitan Planning Organization Program Management Handbook, while maximizing funding based on eligible uses.

SUBTASK 11.3 - COMPARATIVE ANALYSIS

The CONSULTANT shall perform a comparative analysis between the Needs Assessment and the CFP and identify projects that will not make the CFP due to revenue shortfalls. The CONSULTANT shall identify and qualitatively evaluate the impacts on levels of service or appropriate performance measure of not being able to finance projects in the Needs

Assessment. The comparative analysis should also consider the impact of air quality and CO2 emissions utilizing the model outputs in Task 8.

SUBTASK 11.4 - CONGESTION MANAGEMENT

As per Federal guidelines, the MTP should address congestion management through corridor-specific strategies. The CONSULTANT will reference the MPO's established Congestion Management Process (CMP) and Transportation Demand Management (TDM) strategies to include discrete projects from these plans and programs (identified in Subtask 9.2) Such strategies shall be included in the CFP.

SUBTASK 11.5 - CONSISTENCY WITH LOCAL PLANS

The CONSULTANT shall document how the CFP is consistent with the transportation element and future land use element of local government's plans. The CONSULTANT shall prepare a list identifying inconsistencies, if any, between the CFP and other plans. All projects considered for inclusion in the CFP will require a resolution of support from the local jurisdiction. MPO staff will be responsible for coordinating with the local jurisdictions and obtaining resolutions of support.

SUBTASK 11.6 - PREPARE INTERIM YEAR PLANS

Using the 2050 CFP, available funding sources and socioeconomic data for horizon timeframes including 2026-2030, 2031-2035, 2036-2040, 2041-2050 (consistent with the MPOAC LRTP Funding Timeframe Guidance), the CONSULTANT shall develop interim year plans including project cost estimates for capital, maintenance and operations including amounts expended by FDOT and local partners on current transportation facilities. The CONSULTANT shall document the source and method used for all cost estimates, by project.

SUBTASK 11.7 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #14 titled *Cost Feasible Plan*, documenting the entire process of developing a CFP including the Interim Year Plans.

Deliverables:

- Technical Report #14: Financially Feasible Plan

TASK 12 – EQUITY

The requirements of Environmental Justice (EJ), as outlined by the FHWA, are intended to ensure that the process of transportation planning is consistent with the provisions of Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, or national origin. These provisions will be incorporated into the 2050 MTP update and adhered to throughout the public involvement task of this project. The work under this task will be consistent with the Broward MPO's Title VI/EJ policies, Transportation Planning Equity Assessment, PPP, and USDOT's Justice 40 Initiative.

The CONSULTANT with support from the MPO staff shall utilize the Transportation Planning Equity Assessment to identify geographic areas where traditionally underrepresented populations are located and consider the comparative impacts of proposed transportation projects on those populations. MPO staff shall perform an EJ analysis utilizing the Transportation Planning Equity Assessment and other demographic data using GIS. The CONSULTANT shall demonstrate through the EJ analysis that the proposed 2050 Financially Feasible Plan projects address the needs of equity communities (as defined by the Transportation Planning Equity Assessment) and will not have a disproportionate adverse impact on low-income and minority populations and how it responded to concerns identified during the public outreach process.

SUBTASK 12.1 - DOCUMENTATION

The CONSULTANT shall develop Technical Report #15 titled *Environmental Justice* documenting the EJ analysis that the proposed 2045 Financially Feasible Plan projects will not have a disproportionate adverse impact on low-income and minority populations and how it responded to concerns identified during the public outreach process.

Deliverables:

- Technical Report #15: *Environmental Justice* (to be completed by MPO staff)

TASK 13 – REGIONAL TRANSPORTATION PLAN COORDINATION

The CONSULTANT will coordinate and cooperate with the CONSULTANT team leading the *2050 Regional Transportation Plan (RTP)* effort. The RTP will be developed in cooperation with the Palm Beach TPA and Miami-Dade TPO. This task will entail sharing data, analysis and other MTP materials with the RTP Consultant as well as obtaining RTP data and reports that may be useful in the development of the MTP. Public participation efforts will also be coordinated with the RTP team to ensure consistency and help to promote the mutual goals set by the region. The CONSULTANT will be expected to meet and communicate with the RTP Consultant from time to time.

TASK 14 – 2050 METROPOLITAN TRANSPORTATION PLAN ADOPTION

The CONSULTANT shall perform work necessary to obtain final adoption of the *2050 Metropolitan Transportation Plan* by the MPO Board of Directors no later than December 2024. In order to achieve this goal, a conceptual approval is required by April 2024. The CONSULTANT shall prepare necessary presentation materials and handouts to explain how the plan was developed in accordance with the vision, GOMs, community values and available funding sources. This work includes the development of the final plan update report including the contents of Technical Reports 1 through 15.

SUBTASK 14.1 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #16 titled *2050 Metropolitan Transportation Plan*. This report shall include three elements: an *Executive Summary*, a main MTP document, and MTP appendices. The CONSULTANT shall obtain the PM's approval for any software used to produce Plan documents. Upon completion of the Plan, the CONSULTANT shall furnish, at a minimum, one electronic copy (on a USB Flash Drive) and 60 printed copies of the *2050 Metropolitan Transportation Plan Executive Summary* as well as one electronic copy (on a separate USB Flash Drive) and 60 printed copies of the *2050 Metropolitan Transportation Plan*. This report shall be visually pleasing, easy to read, f, and adhere to ADA Accessibility Guidelines and all FHWA guidelines.

Deliverables:

- Technical Report #16: Metropolitan Transportation Plan

TASK 15 – GENERAL PLANNING SERVICES TO SUPPORT THE METROPOLITAN TRANSPORTATION PLAN

As requested, the CONSULTANT will provide general planning services to support the Metropolitan Transportation Plan development and adoption. The CONSULTANT will provide the requested services upon receiving a written Notice to Proceed (through e-mail) that documents the scope of the services to be provided and an agreed upon budget for the services.

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 this timetable will be provided on the BMPO website: <http://www.browardmpo.org/index.php/solicitations/current-solicitations> and/or <http://www.browardmpo.org/index.php/calendar>

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	June 7, 2022	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Questions (Submit via email only)	June 24, 2022	5:00 pm	Via Email to BMPO Procurement Officer: Brossc@browardmpo.org
Deadline for Offers Due Advertisement Closing Date	July 12, 2022	4:00 pm	BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Opening of Sealed Offers	July 12, 2022	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	July 26, 2022	On or about 9:00 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Oral Presentations/Interviews of Shortlisted Offerors.	August 8, 2022	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	August 8, 2022	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	August 10, 2022	On or about 2:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Negotiations Meeting(s)	August 16, 2022	On or about 9:00 am	BMPO Offices 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
BMPO Board Approval of Intended Award	September 8, 2022	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 resulting from this Solicitation shall commence upon the date of Notice to Proceed and shall remain in effect through December 31, 2025.

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

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.

2-5 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.

2-6 CONTENTS OF OFFER

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

1) The Qualifications Offer.

i) Cover page.

The form entitled **QUALIFICATIONS OFFER COVER SHEET** is to be used as the cover page for the Qualifications 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.

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 similar projects in the last three (3) years and any other information called for by this Solicitation which the Offeror deems relevant, including restating any exceptions to this Solicitation. 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 Qualification 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 Qualification 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 Qualification Form, Offeror shall provide the following information to supplement the Offeror Qualification 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.

- B) 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. Describe the Offeror's qualifications and experience in the management of comparable projects in size and scope. The specific role of the Offeror in any project, which is referred to with regard to the Offeror's experience, shall be described in detail. The description should identify for each project:
- i) The client name, address, telephone number and the name of the contact person;
 - ii) A description of the required Work;
 - iii) The contract period and duration;
 - iv) A statement or notation as to whether the Offeror was a prime contractor or subcontractor, subconsultant, or supplier; and
 - v) The result of the project.
- C) List any and all contracts the Offeror has performed for the BMPO.
- D) Describe any other experiences related to the tasks set forth in the attached Scope of Services.

3) Financial Stability.

Each Offeror shall provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Offeror, and disclosing information as to Offeror's involvement in any current bankruptcy proceedings or has been involved in any bankruptcy proceedings within the last three (3) years.

4) Litigation History.

Each Offeror shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its employees, subcontractors or subconsultants is or has been involved within the last three (3) years. The statement shall be included within Chapter 10 of the Offer.

Litigation history is not expected from the subconsultants. However, it is the Offeror's responsibility to confirm and verify that any and all subconsultants proposed for its team are responsible and responsive to the RFQ requirements.

5) Statement of Organization.

Each Offeror shall complete and submit the Offeror's Statement of Organization (Section 14). To the extent the information is not provided for on the form, Offeror shall supplement the Statement of Organization with the following information to be included within Chapter 3 of the Offer:

- 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.

6) Affidavits and Acknowledgements.

Offeror shall complete and submit all affidavits, forms, certifications and acknowledgments set forth in this RFQ (Section 4 thru Section 19) and provide such documents as part of Offeror's Offer in the format set forth in Section 3-5.4.

2-7 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. For every responsive Offer, the highest and lowest score for each criterion shall be eliminated and then the remaining scores shall be averaged for each criterion. 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 short listed 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 short listed 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 20 to this RFQ.

In the event the final Committee scoring results in a tie for rankings of the most highly qualified Offer, the Committee shall select the Offer with the highest individual Committee member rankings. If there is still a tie, the Committee shall rank the firms that are tied based on the highest final scoring of the cumulative total of the three (3) Required MTP Elements evaluation criterion.

Upon Executive Director approval of the Committee's recommended ranking of the shortlisted Offers, the highest ranked Offeror shall be required to provide its Fee Submittal Package and enter into negotiations with the BMPO.

Following successful negotiations with the highest ranked Offeror, the Executive Director will present the recommendation to the BMPO Executive Committee and/or the Board (as such may be appropriate pursuant to BMPO Procurement Rules) for approval. The BMPO Executive Committee and/or the Board will consider the recommendation and authorize the final execution of an agreement in accordance with the terms of this RFQ and the Offers.

EVALUATION CRITERIA

The Committee will evaluate responsive Offers based on the evaluation criteria listed below:

2050 MTP Selection Criteria		Maximum Scoring Value
Project Manager - Displays experience with similar projects, proven record of success, ability to manage multiple firms and clients.		10
Staff Experience - Qualifications, availability, professional background and experience of firm's staff members who would be directly assigned to the team.		10
Modeling - Experience using the South East Regional Planning Model (SERPM) experience in the development and application of Activity Based Models (ABM) and experience using PTV Visum and ActivitySim software. Demonstrate competency and innovative ideas for accessibility measurement.		10
Local Knowledge - Understanding of county, regional, transportation and policy issues and challenges.		5
Required MTP Elements	Overall Approach / MTP Success / Prioritization - Quality of approach to tasks as outlined in the Scope of Services.	20
	Federal & State Regulations / Funding Policies - Experience with Federal and Florida Statutes, regulatory agencies (including FDOT, FHWA and FTA), and BMPO Rules.	5
	Public Outreach & SFTEC Support - Experience in the coordination of civic input and innovative methods of engaging the public and providing transportation services.	10
QA/QC - Quality assessment and quality control mechanisms are thorough		5
Transit/Non Motorized - Experience with planning county wide and/or transit systems, corridor planning, and transit specific operating and capital cost estimates, including non motorized connectivity and networks.		5
Key Emphasis Areas - Experience with planning a transportation system that address safety, resiliency, emerging technologies, and housing attainability/accessibility		15
GIS/Data - Experience developing and applying innovative data and GIS systems to transportation planning.		5
2050 Metropolitan Transportation Plan (MTP) Plan Total		100

Technical Evaluation Criteria Scoring

9 - 10 Outstanding – Proposer exemplifies superior and/or exceptional characteristics in the evaluation criteria categories.

7 – 8 Very Good – Proposer illustrates extremely strong, but not exceptional, characteristics in the evaluation criteria categories.

5 – 6 Satisfactory – Proposer demonstrates competitive average characteristics in most of the evaluation criteria categories. Proposer may be particularly strong in only one or more areas.

3 – 4 Poor – Proposer does not stand out. Evaluator has substantial concerns about the overall strength of the Proposer.

1 – 2 Unsatisfactory – Proposer has serious deficiencies when compared to most of the evaluation criteria categories. In addition, several items may not be addressed or may be missing.

2-8 INDEMNIFICATION OF THE BMPO BY THE SUCCESSFUL OFFEROR

The Successful Offeror shall indemnify, and hold harmless the BMPO, and its 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 PROFESSIONAL LIABILITY INSURANCE

- a) The Successful Offeror shall furnish to the BMPO certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below.
 - 1) Comprehensive General Liability Insurance on a 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.
 - 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 sixty (60) days written advance notice to the certificate holder.
- e) Compliance with the foregoing requirements shall not relieve the Successful Offeror of his 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 executing 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 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(s) 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 RFQ. 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.

2-13 FEDERAL HIGHWAY ADMINISTRATION REQUIRED PROVISIONS

This Project may be funded with assistance from the Federal Highway Administration (“FHWA”). If so, the BMPO will follow, and require the Successful Offeror(s) to comply with, all applicable 3rd party procurement policies in accordance with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. Offerors are hereby advised that the applicable FHWA required contractual provisions set forth in Exhibit “C-2” to the Sample Contract shall be set forth in any Contract resulting from this RFQ. By submitting an Offer, Offerors acknowledge and agree that the Successful Offeror(s) shall be required to comply with the provisions in Exhibit “C-2” of the Sample Contract if awarded the Contract.

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SECTION 3: QUALIFICATIONS PROCESS

3-1 INTRODUCTION

The BMPO is under no obligation to retain the services of a consultant for any or all tasks described herein. Furthermore, the BMPO reserves the right to modify, alter, or change the Scope of Services set forth herein.

3-2 EVALUATION AND SELECTION COMMITTEE

Offers submitted will be evaluated by the Evaluation and Selection Committee detailed in Section 2-7 of this RFQ, who will review and evaluate Offers and provide a recommendation to the Executive Director and BMPO Board.

The Committee shall examine the documentation submitted in the Offers to determine the responsiveness of each Offeror. Failure to provide the required information will disqualify any such Offer as non-responsive and such Offer will not be considered. The Committee will disqualify any Offerors that make exaggerated or false statements or fail to meet any of the mandatory requirements.

The evaluation of Offers and the determination of conformity and acceptability shall be the sole responsibility of the Committee. Such determination shall be based on information furnished by the Offeror, as well as other information reasonably available to the BMPO.

The Committee may make such investigations as it deems necessary to determine the ability of the Offeror to perform the Services and the Offeror shall furnish the BMPO all such information for this purpose as the BMPO may request before and during the RFQ period. The Committee reserves the right to make additional inquiries, interview some or all Offerors, make site visits, obtain credit reports, or any other action they deem necessary to fairly evaluate all Offerors. The Committee may at its sole discretion reject an Offeror or disqualify an Offeror.

3-3 EVALUATION PROCEDURES

Services will be secured in compliance with the State of Florida Consultants Competitive Negotiations Act and BMPO policies and procedures.

Factors that will be considered in reviewing the qualifications of Offerors to determine if Offerors are qualified to perform the Services include, but are not limited to:

- a) Qualifications and experience of the firm and the personnel that will be directly involved in all elements of the work.
- b) Capability to perform all desired elements of the Scope of Services.

- c) Experience with projects that are similar to the Scope of Services and quality of, and performance on, previous projects.

3-4 CONSULTANT REQUIREMENTS

Mandatory Minimum Requirements

In order for an Offer to be considered, the Offeror must meet the following mandatory minimum requirements:

1. Offerors shall possess all licenses, business tax receipts and/or permits required to perform the Services requested herein in the State of Florida.
2. Utilizing the Personnel and References forms provided, the Offeror shall demonstrate no less than five (5) years of experience, knowledge, skills, and abilities with providing general transportation planning services similar to the Scope of Services identified in Section 2.1.7.2.
3. Offerors shall provide one (1) example of previously completed projects incorporating similar Scope of Services identified in Section 2.1.7.2

To meet the above requirement(s), the Offeror may use qualifications and resources of a Sub-Consultant that will be used by Offeror to perform the Work. Use of Sub-Consultants to meet such requirements shall be clearly indicated in the Offer.

3-5 PREPARATION OF OFFERS

3-5.1 Number Of Responses

One (1) original and five (5) hard copies and six (6) electronic version on flash drives, of the complete Offer must be received by the deadline for receipt of Offers as specified in the Solicitation Timetable.

3-5.2 Response Packaging

Each Offer shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Offer." The outside of the sealed package shall clearly indicate **RFQ No. 22-03, 2050 Metropolitan Transportation Plan (MTP) Update**, Offeror's name, address and the name, telephone number, and email address of the Offeror's specific contact person. Each copy shall contain all required information in order to be considered responsive.

3-5.3 Signatures

Offers by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of

authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Responses by partnerships (or other Florida legally recognized business entities) shall be executed in the partnership (or business entities) name and signed by a 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.

3-5.4 Offer Format

The Offer (which specifically includes Items 1-5 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 any required attachments, i.e., resumes qualification forms, etc.

All pages shall be secured by binding. Bindings and covers will be at the Offeror's discretion. Unnecessarily elaborate special brochures, art work, 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.

Table
3-5.4 – Offer Format

Chapter 1	Letter of Intent
Chapter 2	Qualifications Offer Cover Sheet
Chapter 3	Offeror's Statement of Organization
Chapter 4	Project Approach
Chapter 5	Personnel
Chapter 6	Offeror's Disclosure of Subcontractors
Chapter 7	Offeror's 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 (Non Procurement)
Chapter 23	Certification Regarding Lobbying

3-6 SUBMITTAL, RECEIPT AND OPENING OF OFFERS

All Offers shall be submitted on or before the date and time as specified in Section 2-2, the Solicitation Timetable, to:

Christopher Bross,
Contracts and Procurement Manager
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309
brossc@browardmpo.org

All Offerors are reminded that it is the sole responsibility of the Offeror to ensure that their Offer is time stamped in the office of the BMPO prior to the date and time as specified in Section 2-2, the Solicitation Timetable. Failure of an Offeror to submit their Offer and ensure that their Offer is time stamped prior to the time as specified in Section 2-2, the Solicitation Timetable, shall render an Offeror to be deemed non-responsive and the Offer shall not be considered for award.

Offers submitted and time stamped on or before as specified in Section 2-2, the Solicitation Timetable shall be opened publicly in accordance with this RFQ.

3-7 SEALED OFFERS

The Sealed Offers will be opened as specified in Section 2-2, the Solicitation Timetable. The Committee shall examine the documentation submitted in the Offer at a time thereafter to determine the responsiveness and responsibility of each Offer. Offerors shall provide the following information:

3-7.1 Letter of Intent

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Offer to perform the Services will remain valid. A period of not less than one hundred twenty (120) calendar days is required.

3-7.2 Offeror's Statement of Organization

Offerors shall complete Section 14. Offerors are permitted to supply additional information that will assist the BMPO in understanding the Offeror's organization.

3-7.3 Personnel

Offerors shall demonstrate significant personnel experience. All personnel performing services under this Agreement shall have at least three (3) years of experience in their respective disciplines. Offerors shall carefully provide, in the format requested, all of the information requested in Section 15. Additionally, if applicable, Offeror shall demonstrate certification as a Disadvantaged Business Enterprise (DBE) and/or describe the use of any DBE subcontractors and subconsultants to perform the Services requested herein and provide documentation of DBE status for any such subcontractors and subconsultants.

3-7.4 Experience

Each Offeror shall have successful experience in providing services applicable to the Services sought pursuant to this RFQ and other tasks that may be necessary as directed by the BMPO Board. A summary of the awarded and serviced comparable jobs for the past five (5) years shall be provided. This record shall show the name of the entity (Government/Other), address, description of services, dates of service, rates and fees and a contact/reference person with phone number. Offerors shall provide references for all jobs summarized using the form provided in Section 6.

3-7.5 Financial Stability

Offerors shall demonstrate financial stability. Offerors shall provide a statement of the Offeror's financial stability, including information as to any current bankruptcy proceedings.

3-7.6 Financial Statement

Offerors shall provide a copy of the most recent Dun and Bradstreet report. A parent copy Dun and Bradstreet report is acceptable. A copy of the most recent audited financial statements will be accepted if a Dun and Bradstreet report is unavailable. In the event the Offeror does not have a Dun and Bradstreet report or audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

3-7.7 Litigation History

Offerors shall provide a summary of any litigation or arbitration that the Offeror, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The BMPO may disqualify any Offeror it determines to be excessively litigious.

3-7.8 Insurance Requirements

Offeror shall provide proof, in the form of a certificate of insurance, of Offeror's compliance with the insurance requirements specified in this RFQ.

3-7.9 Criminal Convictions

Offerors shall provide a summary of any criminal convictions of the company, owners, officers and anybody who may perform work under this Agreement, related to the services requested herein. The BMPO may disqualify an Offeror on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition

3-7.10 Offeror's Non-Collusion Certification

Any Offerors submitting an Offer to this RFQ shall complete and execute the Non-Collusion Affidavit of Offeror included in Section 10 of these RFQ documents.

3-7.11 Drug-Free Workplace

Offeror shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Section 8) shall be submitted with the RFQ response.

3-7.12 Amendments

The Offerors shall complete and sign the Amendment Acknowledgement Form in Section 5 and include it in the Offer in order to have the Offer considered. In the event any Offeror fails to acknowledge receipt of such amendments, his/her Offer shall nevertheless be construed as though the amendment had been received and acknowledged and the submission of his/her Offer shall constitute acknowledgment of receipt of all amendments, whether or not received by him/her.

3-7.13 Independence Affidavit

Offerors shall list and describe their relationships with the BMPO in accordance with Section 1-5(g) of the RFQ (Section 12).

3-7.14 Accuracy of Offer Certification

Offeror shall certify and attest, by executing the form in Section 13 of these RFQ documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Offer in support of its Offer are true and accurate. Failure by the Offeror to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Offer being deemed non-responsive and such Offer will not be considered.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 4: QUALIFICATION'S OFFER COVER SHEET

OFFEROR'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF OFFEROR'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE:	FAX:
(_____) _____	(_____) _____
OFFEROR'S ORGANIZATION STRUCTURE:	
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
OFFEROR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
Identify here as well:	
LIST NAMES OF OFFEROR'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THE SINGLE CATEGORY OR COMBINATION OF CATEGORIES OF SERVICES PROPOSED:	
OFFEROR'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Offer is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

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

SECTION 5: AMENDMENT ACKNOWLEDGEMENT FORM

Amendment #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

OFFEROR: _____
(Company Name)

(Signature)

(Printed Name & Title)

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

SECTION 6: OFFEROR’S QUALIFICATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Offer being deemed as “Non-Responsive.”

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida Business Tax Receipt type and number: _____
- (3) County (state county) Business Tax Receipt type and number type and number: _____
- (4) City Business Tax Receipt type and number: _____
(state city)

OFFERORS MUST INCLUDE A COPY OF EACH LICENSE OR BUSINESS TAX RECEIPT LISTED WITH OFFER

- (5) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?
_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

(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**

**SECTION 7: OFFEROR'S DISCLOSURE OF
SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

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

SECTION 8: DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Offerors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Offeror's Signature

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

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

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

SECTION 12: INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

- 1. He/She is _____ of _____, the OFFEROR that has submitted the attached Offer;
- 2. a. Below is a list and description of any relationships, professional, financial or otherwise that OFFEROR may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years.
b. Additionally, the OFFEROR agrees and understands that OFFEROR shall give the BMPO written notice of any other relationships professional, financial or otherwise that OFFEROR enters into with the BMPO its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "Not applicable" in the space below.)

- 3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in the RFQ.

Signature (ink only)

Print Name (CORPORATE SEAL)

Title

Date

SECTION 12: INDEPENDENCE AFFIDAVIT (Continued)

STATE OF FLORIDA)
)
_____ **COUNTY**)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

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

SECTION 13: ACCURACY OF OFFER CERTIFICATION

OFFEROR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in support of its Offer are true and accurate. Failure by OFFEROR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Offer being deemed non-responsive and such Offer will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the OFFEROR that has submitted the attached Offer;
2. He/She is fully informed respecting the preparation and contents of the attached Offer and of all Forms, Affidavits and documents submitted in support of such Offer;
3. All Forms, Affidavits and documents submitted in support of this Offer and included in this Offer are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**SECTION 13: ACCURACY OF OFFER CERTIFICATION
(CONTINUED)**

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature

_____ (CORPORATE SEAL)
Print Name

Title

Date

STATE OF FLORIDA)
)
_____ **COUNTY**)

The foregoing document was sworn to and subscribed before me by _____ by means of [
] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public Signature _____

Notary Public Printed Signature _____

Notary Stamp Seal

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

SECTION 14: STATEMENT OF ORGANIZATION

1. Full Name of Offeror:

Principal Business Address, Phone and Fax Numbers:

2. Principal Contact Person(s):

3. Form of Offeror (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Offeror. Provide proof of the ability of the individuals so named to legally bind the Offeror.

Name

Address

Title

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

Name and address of all partners (state whether general or limited partnership):

If other than a corporation or partnership, describe organization and name of principals:

5. Indicate the number of years the Offeror has had successful experience providing planning consultant services to governmental entities: Years: _____

6. List all contractors participating in this project (including subcontractors, etc.):

a. Name	Address	Title
---------	---------	-------

1.	_____	
2.	_____	
3.	_____	
4.	_____	

7. Outline specific areas of responsibility for each contractor listed in Question 6.

1.	_____
2.	_____
3.	_____
4.	_____

8. County or Municipal Business Tax Receipt No.

(Attach Copy)

Social Security or Federal ID No.

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

10. Have you ever failed to complete any work awarded to you? Yes _____ No _____
If so, note when, where and why:

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of any other organization that failed to complete a contract?

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

12. 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.

14. Within the last five 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.

15. 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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

SECTION 15: PERSONNEL

For all principals of the Offeror and key personnel providing services sought in the RFQ, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format; however, additional information may be provided at the option of the Offeror.

Do not include social security numbers or personal information.

- A. Name and Title
- B. Years Experience with:
 - This Contractor:
 - With Other Similar Contractors:
- C. Education:
 - Degree(s):
 - Year/Specialization:
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. List specifically the number of crew members that will be assigned to provide services, if awarded the Contract, and identify their respective tasks.
- G. Attach applicable licenses for each individual performing Services pursuant to this Contract.
- H. If applicable, attach documentation demonstrating Offeror's status as a disadvantage business entity (DBE) and documentation demonstrating the DBE status of any proposed subcontractors and subconsultants.

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

**SECTION 16: DBE PARTICIPATION STATEMENT
AND
BID OPPORTUNITY LIST**

ANTICIPATED DBE PARTICIPATION STATEMENT

RFQ Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed, below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u>	<u>Type/Specialty Work</u>	<u>Dollar Amount/ Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in BMPO contracts. The anticipated DBE amount will not become part of the contractual terms.

**BID OPPORTUNITY LIST FOR PROFESSIONAL CONTRACTUAL SERVICES,
AND COMMODITIES & CONTRACTUAL SERVICES**

Prime Contractor / Prime Consultant: _____

Address/Telephone Number: _____

RFQ Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on BMPO contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on BMPO projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific BMPO project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7 and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts:
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 Million
3. Phone: _____		<input type="checkbox"/> Between \$1- \$5 Million
4. Address: _____		<input type="checkbox"/> Between \$5- \$10 Million
_____		<input type="checkbox"/> Between \$10-\$15Million
_____		<input type="checkbox"/> More than \$15 Million
	7. <input type="checkbox"/> Sub-contractor	
5. Year Firm Established: _____	<input type="checkbox"/> Sub-consultant	

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts:
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 Million
3. Phone: _____		<input type="checkbox"/> Between \$1- \$5 Million
4. Address: _____		<input type="checkbox"/> Between \$5- \$10 Million
_____		<input type="checkbox"/> Between \$10-\$15Million
_____		<input type="checkbox"/> More than \$15 Million
	7. <input type="checkbox"/> Sub-contractor	
5. Year Firm Established: _____	<input type="checkbox"/> Sub-consultant	

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts:
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 Million
3. Phone: _____		<input type="checkbox"/> Between \$1- \$5 Million
4. Address: _____		<input type="checkbox"/> Between \$5- \$10 Million
_____		<input type="checkbox"/> Between \$10-\$15Million
_____		<input type="checkbox"/> More than \$15 Million
	7. <input type="checkbox"/> Sub-contractor	
5. Year Firm Established: _____	<input type="checkbox"/> Sub-consultant	

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: REQUEST FOR QUALIFICATIONS – RFQ
FAILURE TO COMPLETE, SIGN AND RETURN THE DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST
MAY DEEM YOUR OFFER NON-RESPONSIVE.**

SECTION 17: E-VERIFY

Solicitation No: _____

Solicitation Title: _____

Company/Firm: _____ ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and
- (b) All persons (including sub-contractors/sub-vendors) assigned by Contractor to perform work pursuant to the contract with the BMPO. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the BMPO.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____(title) of _____ (company name), on behalf of _____(company name), who ___ is personally known to me or ___ has provided _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Taped, Printed or Stamped)

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

SECTION 18: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180.**
- (2) To the best of its knowledge and belief, that its Principals and Subrecipient’s at the first tier:**
 - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:**
 - 1. Debarred,**
 - 2. Suspended,**
 - 3. Proposed for debarment,**
 - 4. Declared ineligible,**
 - 5. Voluntarily excluded, or**
 - 6. Disqualified,**
 - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:**
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,**
 - 2. Violation of any Federal or State antitrust statute, or**
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,**
 - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,**
 - d) It has not had one or more public transactions (Federal, State, local) terminated for cause or default within a three-year period preceding this Certification,**
 - e) If, at a later time, it receives any information that contradicts the statement of subsections 2.a – 2.d above, it will promptly provide that information to FTA,**

- f) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR Part 180 if it:
 - 1. Equals or exceeds \$25,000,
 - 2. Is for audit services, or
 - 3. Requires the consent of a Federal Official, and

- g) It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award;
 - vi. Disqualified from participation in any federally assisted Award.

- (3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principles including any of its first tier Subrecipient's or its Third Party Participants at a lower tier, in unable to certify compliance with the preceding statements in this Certification Group.

Certification:

Contractor: _____

Name and Title of Contractor's Authorized Official: _____

Signature: _____ **Date:** _____

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

SECTION 19: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Firm] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]**
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Firm, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ **Signature of Firm's Authorized Official**

_____ **Printed Name of Firm's Authorized Official**

_____ **Title of Firm's Authorized Official**

_____ **Date**

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

SECTION 20: SAMPLE CONTRACT

**AGREEMENT
BETWEEN THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND**

FOR

RFQ No. 22-__

This Agreement (“Agreement”) is made and entered into the _____ day of _____, 2022, by and between the Broward Metropolitan Planning Organization, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

_____ with its principal business address located at _____ (hereinafter referred to as “CONTRACTOR”) for _____ (the “Project”). References in this Agreement to “Executive Director” shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the BMPO, pursuant to Section 287.055, Florida Statutes, solicited offers from firms to provide the required expertise in connection with the Project; and

WHEREAS, Offers were evaluated by an Evaluation and Selection Committee; and

WHEREAS, the Board of the BMPO has selected the CONTRACTOR, upon the recommendation of the Evaluation and Selection Committee to perform Services in connection with the Project; and

WHEREAS, on _____, the Board of the BMPO ratified the evaluation and recommendation of Offers received in response to RFQ No. 22-__ and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

WHEREAS, BMPO and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request For Qualifications for the BMPO's _____, RFQ No. 22-_____, dated _____, ("RFQ"), referenced hereto and made a part hereof, as Exhibit "A", and the CONTRACTOR'S Offer, attached hereto and made a part hereof, as Exhibit "B"; and
- 1.2** The Federal Transit Administration ("FTA") Required Contractual Provisions (attached hereto as Exhibit "C-1"), and the Federal Highway Administration ("FHWA") Required Contractual Provisions (attached hereto as Exhibit "C-2), collectively hereafter referred to as the "Federal Contractual Provisions" are attached hereto and made a part hereof, collectively as Exhibit "C". Prior to beginning the performance of any services under this Agreement, the CONTRACTOR will be provided with a Notice to Proceed from the BMPO. This Notice to Proceed will specify the applicable Federal Contractual Provisions which will apply to this Agreement and the services to be provided accordingly.
- 1.3** The parties agree that the Services and the Federal Contractual Provisions, as specified in Exhibits "A", "B" and "C", (hereinafter collectively referred to as the "Scope of Services" or "Services") contain the description of Contractor's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.4** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR's Services pursuant to this Agreement.

SECTION 2. TERM

- 2.1** The term of this Agreement will be for a period of _____ (__) years (the "Term") which shall begin on the date it is fully executed by both parties and shall remain in effect until such a time as the Services acquired in conjunction with this RFQ have been completed and accepted by the BMPO in accordance with this Agreement and the terms of the Request For Qualifications. After the initial Term, the BMPO shall have the option to extend the Term, at its discretion, for _____ (__) _____ year/month extensions. To exercise the extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR, in writing, at least 90 days, prior to the expiration of the then current term.

- 2.2** Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services describe in the Scope of Services within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services; **however this Agreement shall terminate no later than _____**, unless terminated earlier pursuant to Section 4 of this Agreement.
- 2.3** The 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, in the manner specified in the Scope of Services, 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.
- 3.1.1** 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. CONTRACTOR shall perform the services described in the Scope of Services and each Task within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services.
- 3.2** CONTRACTOR shall 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.
- 3.5 Payment shall be made to CONTRACTOR at:

- 3.6 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.
- 3.7 If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFQ or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "B-1".

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated for cause by action of the BMPO Board if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.
- 4.2 This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.3 Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform

the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

- 4.4** Notice of termination shall be provided in accordance with the “NOTICES” section of this Agreement.
- 4.5** In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO’s election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO’s right to terminate this Agreement for convenience.
- 4.6** In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the 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 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 by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO’S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by BMPO.

Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

SECTION 6. INSURANCE

- 6.1** In order to insure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFQ (Exhibit “A”). This Agreement shall not be deemed approved until the CONTRACTOR has obtained all required insurance coverages and has supplied the BMPO with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The BMPO shall approve such certificates prior to the performance of any services pursuant to this Agreement.
- 6.2** CONTRACTOR shall make this same requirement binding on any of its subcontractors. CONTRACTOR shall indemnify and save the BMPO harmless from any damage resulting to them for failure of any subcontractor to take out or maintain such insurance.

SECTION 7. MISCELLANEOUS

- 7.1 Contract Administrator.** The Contract Administrator is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, Peter Gies, AICP; for the BMPO is designated as the Contract Administrator.
- 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.
- 7.3.4** In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with the RFQ for CONTRACTOR services.
- 7.3.5** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Vilma Hurtado
Mailing address: 100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Telephone number: (954) 876-0057
Email: hurtadov@browardmpo.org

- 7.4 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply with the provisions set forth in attached Appendix "A", including Contractor's responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.
- 7.5 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.6 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.7 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.

7.8 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

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:

7.9 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. 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 BMPO's sole and absolute discretion. A list of all such subcontractors shall be included in the Offer. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the BMPO, subject to BMPO's approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to BMPO's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

7.10 Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against BMPO in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of BMPO in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

7.11 Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.12 Materiality and Waiver of Breach. BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.13 Compliance with Laws. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- 7.14 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.15 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.16 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.17 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.18 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.19 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.18 above.
- 7.20 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.

- 7.21 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.22 Multiple Originals.** This Agreement may be fully executed in TWO (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.23 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.24 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 Disadvantage Business Enterprise (DBE) Program.**
- 7.27.1** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 7.27.2** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from The BMPO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.

7.27.3 As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

The contractor must also immediately and regularly enter DBE commitments and payments into FDOT Equal Opportunity Compliance (EOC) system. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and Contractor, signing by and through its authorized representative, attested to and duly authorized to execute same.

BMPO

BROWARD METROPOLITAN PLANNING
ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Frank C. Ortis, Chair

This _____ day of _____ 2022.

This _____ day of _____ 2022.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

CONTRACTOR

WITNESSES:

[Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

This day ____ of _____, 2022.

Print Name: _____

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

EXHIBITS LIST

- 1) **Exhibit “A”** – RFQ No. 22-___, Date Issued: _____, 2022
A full copy of this document is available for review upon request at the BMPO’s Offices.
- 2) **Exhibit “B”** – CONTRACTOR’s Offer/Offer, dated _____.
- 3) **Exhibit “C”** – Federal Contractual Provisions
Exhibit “C-1” Federal Transit Administration Required Contractual Provisions
Exhibit “C-2” Federal Highway Administration Required Contractual Provisions
- 4) **Appendix “A”** – BMPO Policy of Non Discrimination

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

EXHIBIT “A”

RFQ No. 22-__

Date Issued: _____

A FULL COPY OF RFQ No. 22-__ IS AVAILABE FOR REVIEW AND INSPECTION UPON REQUEST AT THE BMPO OFFICE.

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

**EXHIBIT “B”
CONTRACTOR’S OFFER**

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

Federal Contractual Provisions

EXHIBIT “C-1”

**FEDERAL TRANSIT ADMINISTRATION REQUIRED
CONTRACTUAL PROVISIONS**

UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)

Federal Transit Administration (FTA)

EXHIBIT C-1

FUNDING SUPPLEMENT

**FEDERALLY FUNDED
FORMAL PROCUREMENTS (>\$150,000)**



**Broward Metropolitan Planning Organization
(BMPO)
TRADE CENTER SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL 33309**

APPLICABLE PROVISIONS & CERTIFICATION FORMS

PROVISIONS

= Applicable to this solicitation and/or purchase

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Provisions 1 through 7 apply to ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

A. BMPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to BMPO, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution or performance of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to BMPO, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times, to any books, documents, papers and records of Contractor, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Contractor's records and sites pertaining to a major

capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

B. The Contractor shall maintain and BMPO shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

4. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or by reference in the current Master Agreement between BMPO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either BMPO or FTA for a copy of the current FTA Master Agreement.

5. CIVIL RIGHTS (TITLE VI, ADA, EEO)

The following requirements apply to the underlying Contract:

A. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that

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employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%.

B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as BMPO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Contractor is required to pay its subcontractors performing Work related to this Contract for satisfactory performance of that Work no later than 30 days after the Contractor's receipt of payment for that Work from BMPO. In addition, the Contractor shall return any retainage payments to subcontractors within 30 days after incremental acceptance of the subcontractor's Work by BMPO and Contractor's receipt of the partial retainage payment related to the subcontractor's Work.

D. The Contractor must promptly notify BMPO, whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of Work. The contractor may not terminate any DBE subcontractor and perform that Work through its own forces or those of an affiliate without prior written consent of BMPO.

E. BMPO sets an annual overall goal for the participation of DBEs. This Contract contains a minimum level of DBE participation, and is awarded in reliance upon the Contractor's representations that it can attain such DBE participation levels in addition to all other of Contractor's representations, certifications and submittals as required by this Contract.

The Contractor shall cooperate with BMPO with regard to maximum utilization of DBEs and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist BMPO in verifying compliance with the DBE requirements of this Contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment. Upon Contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to BMPO's Administrative Compliance Officer.

7. INCORPORATION OF FTA TERMS

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

Provision 8 applies to AWARDS EXCEEDING \$10,000

8. TERMINATION

Refer to BMPO's Agreement provisions.

Provision 9 applies to AWARDS EXCEEDING \$25,000

9. DEBARMENT AND SUSPENSION

A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact relied upon by BMPO. If it is later determined by BMPO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to BMPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

2. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Provisions 10 through 11 apply to
AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD
(\$150,000)**

10. BUY AMERICA
(For, Rolling Stock, Construction and Materials/Supplies)

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than \$150,000.

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

11. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Refer to BMPO's General Terms and Conditions.

**Provisions 12 through 14 apply to
AWARDS EXCEEDING \$150,000 BY STATUTE**

12. LOBBYING

Contractors and all subcontractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to BMPO. Contractor should contact BMPO for the appropriate certification or retrieve a copy from the FTA Best Practices Manual at <http://www.fta.dot.gov/library/admin/BPPM/>.

13. CLEAN AIR

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to BMPO and understands and agrees that BMPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to BMPO and understands and agrees that BMPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Provisions 15 and 16 apply to the TRANSPORT OF PROPERTY OR PERSONS

15. CARGO PREFERENCE

(For, Rolling Stock, Construction and Materials/Supplies)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding

paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to BMPO (through the Contractor in the case of a subcontractor's bill-of-lading);

3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S.-Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Provisions 17 through 22 apply to CONSTRUCTION ACTIVITIES

17. VETERANS EMPLOYMENT. As provided by 49 U.S.C. § 5325(k): (All Construction Awards)

A. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

B. Contractor also assures that its subcontractors:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

18. FTA - CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT (Awards that exceed \$2,000)

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be

paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

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authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The BMPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the BMPO may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the BMPO for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and

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Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland "Anti-Kickback" Act requirements - The contractor shall comply with the requirements of Section 1 of the Act, as amended, 18 U.S.C. § 874; Section 2 of the Act, as amended, 18 U.S.C. § 3145; and U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19. CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT
(For Construction Contracts that exceed \$150,000)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The BMPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT

Compliance with Copeland "Anti-Kickback" Act ("Act") requirements - The contractor shall comply with the following requirements:

(a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:

(i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part

of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;

(b) Section 2 of the Act, as amended, 18 U.S.C. § 3145, applies to construction and repair Contracts exceeding \$2,000:

(i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(ii) Application — The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001; and

(c) U.S. DOL regulations “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR Part 3, which are incorporated by reference in this contract.

(d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

21. BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$150,000 Bid Bond Requirements (For Construction)

Refer to BMPO's General Terms and Conditions

22. SEISMIC SAFETY

If this Contract for professional services involves the design of a new building or addition to an existing building, the Contractor agrees that any such new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Provision 23 applies to NONCONSTRUCTION ACTIVITIES

23. NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT (For all turnkey, rolling stock and operational contracts {except transportation services contracts and open market contracts} exceeding \$150,000.)

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.

Provisions 24 through 28 apply to TRANSIT OPERATIONS

24. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C.

§ 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

25. CHARTER SERVICE OPERATIONS

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

26. SCHOOL BUS OPERATIONS

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

27. DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the BMPO, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the BMPO. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

28. ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the BMPO. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Provision 29 applies to RESEARCH, DEVELOPMENT,
DEMONSTRATION, **DEPLOYMENT AND SPECIAL STUDIES**

29. PATENT AND RIGHTS IN DATA

Refer to BMPO's Agreement provisions.

Provision 30 applies ONLY to States and Organizations that are being funded
directly by the State with FTA grant funds.

30. SPECIAL NOTIFICATION REQUIREMENT FOR STATES

(Per FTA guidance dated July 2011: "The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub-grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States." Therefore this clause does not apply to BMPO Contracts.)

The Federal Transit Administration ("FTA") is the Federal agency that is providing the Federal assistance for this Contract. The Catalog of Federal Domestic Assistance Number is _____, for the amount of \$____.

MISCELLANEOUS SPECIAL REQUIREMENTS

31. ENERGY CONSERVATION - (Applies to all Contracts)

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

32. RECYCLED PRODUCTS - (Contracts greater than \$10,000 per year of Items Designated by EPA)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA).
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Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

33. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE - (Contracts & Solicitations for ITS Projects)

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ADA ACCESS - (Contracts for Rolling Stock or Facilities Construction/Renovation)

A. BMPO must comply with: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for BMPO under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

Provisions 35 through 37 apply to ROLLING STOCK PROCUREMENTS

35. BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer

shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

36. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

37. TVM CERTIFICATION

The Transit Vehicle Manufacturer (TVM) shall provide BMPO with a certificate that complies with 49 CFR Part 26.49 stating that the TVM has complied with FTA's DBE requirements. The TVM shall also provide BMPO with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 CFR Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 CFR Part 26.49 and in addition submit to BMPO a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM's submittal may be deemed non-responsive.

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

Federal Contractual Provisions

EXHIBIT C-2

**FEDERAL HIGHWAY ADMINISTRATION REQUIRED
CONTRACTUAL PROVISIONS**

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Highway Administration (FHWA). Consequentially, the following FHWA and Federally- mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section. Italicized language indicates clauses, which require drafting specific to each agreement’s needs.

1) Contract Provisions 2 C.F.R. §200. 326

The Purchaser's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2) Buy America Requirements 23 USC 313; 23 CFR 635.410

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

3) USDOT Disadvantaged Business Enterprise (DBE) Program Requirements 49 CFR Part 26

a) As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

- b) All bidders must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List. The selected contractor or consultant must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at ooohelp@dot.state.fl.us.
- c) Bidders, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA and/or FTA-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deem appropriate.

4) FHWA Non-Collusion Statement 23 USC 112(c); 23 CFR 635.112(f)

EACH BIDDER SHALL FILE A STATEMENT EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE BID CERTIFYING THAT SUCH PERSON, FIRM, ASSOCIATION, OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION, IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMITTED BID. FAILURE TO SUBMIT THE EXECUTED STATEMENT AS PART OF THE BIDDING DOCUMENTS WILL MAKE THE BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

5) Sanctions and Penalties for Breach of Contract 2 CFR Part 200, Appendix II(A)

[All contracts in excess of \$150,000 shall contain provisions or conditions which will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.]

6) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B

[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].

7) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F

- a) If the FHWA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FHWA. 2 C.F.R. Part 200, Appendix II, ¶ F.

- b) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8) Energy Efficiency 42 USC 6201; 2 CFR Part 200 Appendix II (H)

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Florida Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

9) Procurement of Recovered Materials 2 CFR Part 200 Appendix II (K), 2 CFR 200.322; 40 CFR Part 247

- a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -
 - i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii) Meeting contract performance requirements; or
 - iii) At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

“Sample Contract”

AGREEMENT BETWEEN THE BMPO AND _____ FOR

**APPENDIX “A”
(AS REFERENCED IN PARAGRAPH 7.4)**

NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits

discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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.)”