

REQUEST FOR PROPOSALS (RFP)

FOR

STATE ADVOCACY SERVICES

RFP No. 17-07



Commissioner Richard Blattner, Chair

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

DATE ISSUED: July 25, 2017

CLOSING DATE and TIME: August 16, 2017 @ 3:00 P.M. DST

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

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 on one side only, 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.

The original document package must not be bound, although, the document package copies should be individually bound. Submit one (1) unbound one-sided original and three (3) bound copies (a total of four [4] hard copies), and one (1) CD. The CD containing an electronic version 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 original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Offeror's name, return address, telephone number, the Solicitation number, the Solicitation Closing Date & Time and the Title of the Solicitation, to:

**LYDIA WARING, PROCUREMENT OFFICER
BROWARD METROPOLITAN PLANNING ORGANIZATION
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL 33309
TELEPHONE: 954-876-0049**

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 PROPOSALS 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 above address only between the hours of 8:00 AM and 5:00 PM, Mondays through Fridays, 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 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 a 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 Proposals.

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SECTION 1: GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

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

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

The terms "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.

The term "Offer" shall refer to any offer(s) submitted in response to this Request For Proposals.

The term "Offeror" shall refer to anyone submitting an Offer in response to this Request For Proposals.

The term "Procurement Officer" shall refer to the BMPO staff member designated as the Procurement Officer.

The terms "Provider" or "Successful Offeror" shall refer to the Offeror receiving an award as a result of this Request For Proposals.

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

The term "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.

The terms "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 PROPOSALS

Copies of this Solicitation package may be obtained from the BMPO's Procurement Office located at Trade Centre South, 100 West Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309. To request the Solicitation package through the United States Postal Service, mail your request with the following information: the Solicitation number and title, the name of the Offeror's contact person, the Offeror's name, and complete mailing address, telephone number, and fax number. A minimum cost of fifteen cents (15¢) per page shall apply to requests for hard copies of this RFP.

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, or other requests desired by Offeror(s) regarding the Solicitation must be requested in writing to the BMPO's Procurement Officer (see below) in accordance with Section 1-18. 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 address and telephone number for the BMPO's Procurement Office is:

Lydia Waring, Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
(954) 876-0049
WaringL@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 RFP documents has taken place, and that the Offeror is fully informed and understands the requirements of the RFP 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) Additional Information/Amendment
 - 1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Officer at the address identified above. **To be considered, all requests must be received by the Procurement Officer no later than seven (7) working days prior to the Solicitation Closing Date & Time.** Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.
 - 2) The Procurement Officer will issue a response to any inquiry if deemed necessary, by written amendment to the Solicitation, issued prior to the Solicitation Closing 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.
 - 3) 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.

c) 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 RFP 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 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 RFP, 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 Offeror's 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 Offeror's 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 RFP (“**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 RFP. 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 Offeror's 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/Selection Committee or the Executive Board of the BMPO. If required, Offeror's will be notified in writing prior to the date of such a presentation.

1-11 EXCEPTIONS TO THE SOLICITATION

Offeror's may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Offeror's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the BMPO, in its sole discretion, shall determine whether to consider the exception, and/or the acceptability of the proposed exceptions. The BMPO, after completing the evaluation of the exception, may accept the Offer with the exception, reject the entire Offer due to the exception taken, or deem the Offer non-responsive. **OFFERORS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The BMPO is under no obligation to accept or consider any exceptions, or accept any Offer with an exception. Offeror's are reminded that they may submit one Offer without exceptions and an alternate Offer with exceptions.

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

Offeror's 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." Offeror's must claim the applicable exemptions to disclosure provided by law in their response to the RFP 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.

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

The BMPO may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best efforts.

Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the BMPO, at its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluated 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 evaluated 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 offeror’s, 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 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 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 the next highest qualified, responsive, and responsible Offeror.

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 highest evaluated 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 Offeror's 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 Offeror's shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the BMPO or its agent in writing prior to the deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the BMPO prior to the date and time as specified in Section 2-2, the Solicitation Timetable.

Written inquiries shall be addressed to:

Lydia Waring, Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309
Telephone: (954) 876-0049
WaringL@browardmpo.org

Submission of an Offer will serve as prima facie evidence that the Offeror has examined the RFP 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 RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the BMPO to all Offeror's who request the RFP documents from the Procurement Office. Only those interpretations of, or changes to, the RFP 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 RFP 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 RFP 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

Offeror's are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. 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 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, 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 RFP documents that are contrary to or inconsistent with any law, ordinance, 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 RFP 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 RFP 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 qualifications statements 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 Offeror's 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 RFP. 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

By submitting a response to this RFP, Offeror certifies that it does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, as amended 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 in the performance of the Services requested herein. Offeror shall

carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts, and certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation for the Services required herein under any BMPO program or activity. Failure of Provider to comply with this provision may result in the immediate termination of the Agreement by the BMPO or such other remedy as the BMPO deems appropriate.

As a recipient of federal funds, the BMPO is required to establish a Disadvantaged Business Enterprise (“DBE”) Program and a DBE participation goal when it is anticipated that more than \$250,000 of federal funding will be available for 3rd party contracting opportunities within the federal fiscal year. The BMPO developed a Disadvantaged Business Enterprise (“DBE”) Program with an overall goal of 8% DBE participation, and submitted the DBE Program to the Federal Transit Administration (“FTA”) for approval. When a BMPO project is funded with assistance from the Federal Highway Administration (“FHWA”) the overall DBE participation goal is 9.91%. To meet the DBE participation goal, an equivalent percentage of the contracted labor must be performed by DBE’s as prime contractors or through subcontract and/or joint venture projects. For more information on the BMPO DBE Program and how the BMPO calculates its DBE Program goal, please refer to the BMPO Disadvantaged Business Enterprise Program document located on the BMPO web site at: <http://www.browardmpo.org>.

The BMPO is required to track and report DBE contracting activities and payments to the FTA and FHWA semi-annually (December 1st and June 1st). Successful Offeror(s) shall agree to assist the BMPO in the completion of any documents required to be submitted to the FTA or FHWA for compliance with the DBE program. Offeror’s shall complete and submit the Anticipated DBE Participation Statement and the Bid Opportunity List provided in this RFP.

1-28 FEDERAL DEBARMENT

By submitting a response to this RFP, 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.

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SECTION 2: SPECIFIC TERMS AND CONDITIONS

2-1. SCOPE OF SERVICES

The BMPO requires the services of one or more consultants to perform the services as outlined in the Scope of Services, attached hereto as Exhibit “A” and by reference made a part hereof, for **State Advocacy Services**.

The BMPO is a federally mandated transportation policy-making board located in Fort Lauderdale, Florida. The BMPO Board is made up of elected officials representing Broward County, all 31 Broward municipalities, Broward County Public Schools, and the South Florida Regional Transportation Authority (SFRTA/Tri-Rail). Its mission is to plan, prioritize, and fund the delivery of diverse transportation options in Broward.

The BMPO is seeking qualified firms/individuals to provide State of Florida legislative advocacy services on behalf of the BMPO. The consultant’s primary mission will be to advance the BMPO’s State Legislative Priorities, and ensure policy actions taken at the state level are beneficial to the Broward region and the BMPO. The consultant should monitor legislative developments in Tallahassee and communicate areas of interest to appropriate BMPO staff.

The BMPO is herein requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the “Offeror,” to provide the general advocacy services described herein for the BMPO. The BMPO intends to award one or more contracts to the strongest qualified firm(s) that is deemed to be the best qualified and appropriate to accomplish the requested services.

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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.

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	July 25, 2017	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Submittal of Written Questions	August 8, 2017	5:00 pm	BMPO Procurement Office
Sealed Offers Due (Sealed Envelope) Advertisement Closing Date	August 16, 2017	3:00 pm	BMPO Procurement Office Trade Centre South, Suite 650 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Opening of Sealed Offers	August 16, 2017	On or about 3:15 pm	BMPO Conference Room Trade Centre South, Suite 650 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Evaluation/Selection Committee Determination Qualification and Shortlist	TBD (Tentative August 31, 2017)	On or about 9:30 am	BMPO Board Room or Conference Room, Suite TBD Trade Centre South 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Oral Presentations/Interviews (Shortlisted Firms)	TBD (Tentative September 13, 2017)	On or about 9am to 12pm Time Selected in a Random Drawing	BMPO Board Room or Conference Room, Suite TBD Trade Centre South 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussions, Evaluate and Ranking	TBD (Tentative September 13, 2017)	On or about 1:00 pm After the last firm presentation	BMPO Board Room or Conference Room, Suite TBD Trade Centre South 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Posting – Intended Award	TBD (Tentative ,September 14 2017)	On or about 2:00 pm	BMPO Website
Negotiations Meeting (Highest Ranked Firm)	TBD (Tentative September 21, 2017)	On or about 9:30 am	BMPO Conference Room Trade Centre South, Suite 650
BMPO Board Approval of Intended Award	TBD (Tentative October 12,2017)	On or about 9:30 am	BMPO Board Room Suite TBD Trade Centre South

TBD = To Be Determined
BMPO = Broward Metropolitan Planning Organization

2-3 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract(s) resulting from this Solicitation shall commence upon the date of execution and BMPO Board approval and shall remain in effect until such a time as the Services acquired in conjunction with this RFP have been completed and accepted by the BMPO.

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

The BMPO shall negotiate for the Services, and may require public presentations for such, from no fewer than three (3) of the qualified firms. The award of any Contract resulting from this Solicitation will be made to the highest evaluated responsive, responsible and qualified Offeror, and whose Offer will be most advantageous to the BMPO.

2-5 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Offeror(s) shall submit fully documented invoices within thirty (30) calendar days after the services have been rendered. These invoices shall be submitted to the Broward Metropolitan Planning Organization, ATTN: Accounts Payable, Trade Centre South, 100 West Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309. 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 Proposal Offer (detailed below) within Chapter 2 of the response after the Proposal Offer Cover Sheet. The Offer shall include all of the required documents in accordance with Section 3-5 and Section 3-7.

1) The Proposal Offer.

i) Cover page.

The form entitled **PROPOSAL OFFER COVER SHEET** is to be used as the cover page for the Proposal 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 Proposer's background and experience providing services, the qualifications of the Proposer'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 projects in the last five (5) years and the timeliness in which they were completed, 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.

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 Qualification Form 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.

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 RFP (Section 4 thru Section 17) 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 evaluate and rank Offers based on a weighted score point formula. The Committee anticipates oral interviews, and reserves the right to interview ranked Proposers if needed. The Committee will rank the finalists and make an award recommendation to the BMPO Board and/or Executive Director. The Board will consider the rankings and authorize the execution of an agreement in accordance with the terms of this RFP and the Offeror’s Offer.

The Offer scores are based on a point total and not a percentage factor. The Committee will evaluate and rank responsive Offers based on the Qualifications criteria listed below:

EVALUATION CRITERIA

1. Approach to Scope of Services (40 points):

Proposals should demonstrate a detailed approach and work plan to complete the tasks specified in the *Scope of Services*, attached hereto as Exhibit “A”.

2. Qualifications and Experience of Firm and Staff (30 points):

Proposals should explain the qualifications and experience providing similar State Advocacy Services to other government agencies, including MPOs.

3. Familiarity with Broward MPO Goals/Legislative Priorities (5 points):

Proposals should demonstrate an understanding of the needs of the Broward MPO, its goals and objectives and legislative priorities, as well as an understanding of the MPO funding process.

4. Innovation (15 points):

Proposals should lay out innovative ideas and additional approaches for advancing the Broward MPO’s Legislative Priorities in Tallahassee, Florida.

5. Costs for Service (10 points):

Submittals will be evaluated on proposed costs and will be reviewed in accordance with industry standards for similar services.

Total scores for each evaluation criteria shall be based upon an average of the scores of all Committee members. The Committee shall score the responsive and qualified Offers based on the evaluation criteria set forth in Section 2-7 and shall reduce the number of firms (short list) to at least three qualified firms for further evaluation and ranking. The Committee may require public presentations by the short listed firms regarding their qualifications, approach to the Work and ability to furnish the required services.

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 select and rank, in order of preference, the short listed firms deemed to be the most highly

qualified to perform the required services. The Committee shall then vote on the final ranking of short listed firms and provide such recommendation to the BMPO Deputy Director for approval. Successful Offerors shall execute a contract with the BMPO, subject to negotiations and approval by the Executive Director and/or the BMPO Board.

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 proposals 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 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.

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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 an Evaluation and Selection Committee consisting of staff from the BMPO, who will review and rank submissions and provide a recommendation to the Executive Director and BMPO Board.

The Committee shall examine the documentation submitted in the Offer 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 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 RFP 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 it deems necessary to fairly evaluate all Offerors. The Committee may at its sole discretion reject an Offeror or qualify 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, reputation, 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 project.
- c) Experience with projects that are similar to the scope of this project and quality of, and performance on, previous projects.

3-4 CONSULTANT REQUIREMENTS

Minimum Requirements

In order for an Offer to be considered, the Offeror must meet the following 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. Offerors shall possess, and demonstrate using the Personnel and References forms provided, of a least five (5) years of experience, knowledge, skills, and abilities with a project(s) of similar size and complexity in providing similar advocacy to other units of local government in accordance with the scope of services. Please identify all other units of local government (including MPO's) that your firm has provided advocacy services.
3. Offerors shall possess and demonstrate existing relationships with members of the Florida Senate and House, as well as members of the Governor's office and his/her staff.
4. Offerors shall possess, and demonstrate technical understanding of transportation policy and funding mechanisms that effect metropolitan planning organizations in Florida and across the United States.

5. Offerors should include biographies and work history for all staff that are proposed to provide services as a part of this solicitation.

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) unbound one-sided original and three (3) bound copies (**a total of four [4] hard copies**), and one (1) CD. The CD containing an electronic version of the complete Offer must be received by the deadline for receipt of Offers specified in the Solicitation Timetable. The original document package must not be bound, although, the document package copies should be individually bound.

The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Offeror's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Closing Date & Time. Each copy should contain all mandatory and optional information submitted by the Offeror. Additional copies may be requested by the BMPO at its discretion.

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 **RFP No. 17-07, Advocacy Services** Offeror's name, address and the name and telephone number of the Offeror's specific contact person. The Offer shall contain three (3) complete bound copies and one (1) unbound original (for a total of four [4] hard copies), and one (1) complete electronic copy on CD, and is required to be submitted to the BMPO by the date and time indicated herein. Each copy shall contain all required information in order to be considered responsive.

3-5.3 Signatures

All required signatures shall be manual, and signed by an authorized representative who has the legal authority to bind the Offeror in contractual obligations. The Offer shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Offeror to any part of the Offer document shall be initialed in ink. Failure to manually sign the appropriate forms will disqualify the Offeror and the Offer will not be considered.

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 shall be executed in the partnership name and signed by a partner. 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 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 Offer'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	Proposers 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 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 Form

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:

Lydia Waring, Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

All Offerors are reminded that it is the sole responsibility of the Offeror to ensure that their Response is time stamped in the office of the Broward Metropolitan Planning Organization 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.

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

3-7. SEALED OFFERS

The Sealed Offer will be publicly opened at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, on the date and time 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 Offeror. 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 Advocacy Services or other similar experience, as may be applicable to the Services sought pursuant to this RFP, to advance the BMPO's transportation planning activities as set forth in the BMPO's Unified Planning Work Program and other tasks that may be necessary and as directed by the BMPO Board. A summary of all of the most recently awarded and serviced comparable jobs for the past five (5) years shall be provided. This record shall show the name of the governmental entity, 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 include a copy of their latest audited financial statements. If the Offeror is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Offeror does not have 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 RFP.

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 RFP shall complete and execute the Non-Collusion Affidavit of Offeror included in Section 10 of these RFP 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 RFP 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 RFP (Section 12).

3-7.14 Accuracy of Offer Certification

Offeror shall certify and attest, by executing the form in Section 13 of these RFP 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 OFFERED: _____ _____ _____	
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 6: OFFEROR 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)

PROPOSERS 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) Government contract 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: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

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 vendors 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.

Vendor's Signature

SECTION 9: ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF BROWARD }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum that my organization may receive as a result of this Solicitation will be paid to any employees of the BMPO, its elected officials, and/or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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

ACKNOWLEDGMENT

State of _____)

) SS.

County of _____)

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20__.

My Commission Expires:

Notary Public State of Florida at Large

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

SECTION 11: NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the Broward Metropolitan Planning Organization. The same 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.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE 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.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**SECTION 12: INDEPENDENCE AFFIDAVIT
(CONTINUED)**

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 RFP.

Signature (ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ for _____.

Personally known to me _____ OR

Has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

**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 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 transportation planning 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 proposals.

Signature

Title

Name

Date

**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 RFP, 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.

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

SECTION 16: DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST

ANTICIPATED DBE PARTICIPATION STATEMENT

RFP 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: _____

RFP 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. DBE 8. Annual Gross Receipts:
2. Firm Name: _____ Non-DBE Less than \$1 Million
3. Phone: _____ Between \$1 - \$5 Million
4. Address: _____ Between \$5 - \$10 Million
_____ Between \$10 - \$15 Million
_____ More than \$15 Million
5. Year Firm Established: _____ 7. Sub-contractor
 Sub-consultant

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

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

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

SECTION 17: E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.
2. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
3. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

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

SECTION 18: SAMPLE CONTRACT

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

**FOR
State Advocacy Services
RFP No. 17-07**

This Agreement (“Agreement”) is made and entered into the _____ day of _____, 2017, 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 State Advocacy Services (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 and ranked 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, as the highest ranked firm to perform Transportation Planning Services in connection with the Project; and

WHEREAS, on _____, the Board of the BMPO ratified the ranking of Offers received in response to RFP No. 17-07 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 Proposals for the BMPO's State Advocacy Services, RFP No. 17-07, dated _____, ("RFP"), 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 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 contractual provisions which will apply to this Agreement and the services to be provided accordingly.
- 1.3 The parties agree that the Services as specified in Exhibits "A", and "B", (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 **Three (3) 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 RFP have been completed and accepted by the BMPO in accordance with this Agreement and the terms of the Request for Proposals. After the initial three (3) year term, the BMPO shall have the option to extend the Term, at its discretion, for two (2) one year extensions.

To exercise one or both annual 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 _____ AND NO/100 Dollars (\$_____.00), 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 amounts negotiated between the parties as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. 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, the BMPO and the CONTRACTOR shall define specific services to be performed and deliverables for these services and sign separate task work orders. Each work order will specify a scope of work, time schedule and the compensation for those specific

services. Once signed by both parties each work order and a Notice to Proceed will function as the authorization for the CONTRACTOR to complete the services and deliverables. CONTRACTOR shall perform the services described in the Scope of Services and each work order 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 may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, no more often than 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 RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum 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.

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 RFP (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, Daniel Knickelbein, Project Manager 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. 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.

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.

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.

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 RFP for CONTRACTOR services.

- 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, FL 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 RFP 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 Sections 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 three (3) 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 Public Records.** 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.
- 7.26 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.
- 7.27 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.
- 7.28 Disadvantage Business Enterprise (DBE) Program.** 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 FTA-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 deem appropriate.

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.

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 _____, attested to and duly authorized to execute same.

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Richard Blattner, Chair

This _____ day of _____ 2017.

This _____ day of _____ 2017.

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 STATE ADVOCACY SERVICES**

CONTRACTOR

WITNESSES:

[Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

This day ____ of _____, 2017.

Print Name: _____

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR STATE ADVOCACY SERVICES**

EXHIBITS LIST

- 1) **Exhibit “A”** – RFP No. 17-07, Date Issued: _____
A full copy of this document is available for review upon request at the BMPO’s Offices.
- 2) **Exhibit “B”** – CONTRACTOR’s Offer/Proposal, dated _____.
- 3) **Appendix “A”** – BMPO Policy of Non Discrimination

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR STATE ADVOCACY SERVICES**

EXHIBIT “A”

STATE ADVOCACY SERVICES

RFP No. 17-07

Date Issued: _____

**A FULL COPY OF RFP No. 17-07 IS AVAILABE FOR REVIEW AND INSPECTION
UPON REQUEST AT THE BMPO OFFICE**

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR STATE ADVOCACY SERVICES**

**EXHIBIT “B”
CONTRACTOR’S OFFER**

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR STATE ADVOCACY SERVICES**

**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 subcontractor 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.

EXHIBIT “A” **SCOPE OF SERVICES**

The Broward Metropolitan Planning Organization (“BMPO”) is a federally mandated transportation policy-making board located in Fort Lauderdale, Florida. The BMPO Board is made up of elected officials representing Broward County, all 31 Broward municipalities, Broward County Public Schools and the South Florida Regional Transportation Authority (SFRTA/Tri-Rail). Its mission is to plan, prioritize, and fund the delivery of diverse transportation options in Broward.

The BMPO is seeking qualified firms/individuals to provide State of Florida legislative advocacy services on behalf of the BMPO. The consultant’s primary mission will be to advance the BMPO’s State Legislative Priorities, and ensure policy actions taken at the state level are beneficial to the Broward region and the BMPO. The consultant should monitor legislative developments both in Tallahassee and communicate areas of interest to appropriate BMPO staff.

State Advocacy Scope

1. Assist the Broward MPO with an annual update of its State Legislative Priorities list, and coordinate with appropriate legislators and other stakeholders in Tallahassee to achieve these priorities.
2. Monitor legislation, the budget, committee hearings, and other items of interest to the Broward MPO during Florida’s annual legislative session, and communicate those happenings to MPO staff.
3. Monitor FDOT policy changes and updates from FDOT Central Office, and relay relevant information to MPO staff.
4. Represent and advocate on behalf of the Broward MPO before the Florida House and Senate and the Governor’s office and his/her staff.
5. Analyze the Governor’s proposed transportation budget for the fiscal year and provide the Broward MPO with a summary of impacts. This should be done before the legislature passes the final budget, in order for the MPO to have time to provide comments to members of the Broward Legislative Delegation and other partners.
6. Assist Broward MPO staff in arranging at least one meeting per year between Broward MPO Board Members and members of the Broward Legislative Delegation.

Innovation

In addition to completing the above *scope of services*, firms should demonstrate additional innovative ways to further the goals of the Broward MPO’s Legislative Priorities in Tallahassee. The MPO encourages firms to suggest additional approaches to complement the scope of services above.