



**REQUEST FOR PROPOSAL**

**FOR**

**CELLPHONE/LOCATION-BASED DATA SERVICES**

**RFP NO. 26-01**

**ADDRESS FOR SUBMITTAL:**

**BROWARD METROPOLITAN PLANNING ORGANIZATION  
TRADE CENTRE SOUTH  
100 WEST CYPRESS CREEK ROAD, SUITE 650  
FORT LAUDERDALE, FL 33309**

**DATE ISSUED: May 8, 2025**

**CLOSING DATE and TIME June 5, 2025 @ 4:00 P.M. EST**

**THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL FOR THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER.**

## **REQUEST FOR PROPOSAL NO. 26-01**

### **TABLE OF CONTENTS**

Definition of Terms.....	DEF – 1 of 2
Section 1.0 – RFP Requirements and Instructions to Proposers .....	RIP – 1 of 16
Section 2.0 - General Terms and Conditions .....	GTC – 1 of 5
Section 3.0 - Special Terms and Conditions.....	STC – 1 of 1
Section 4.0 – Scope of Services .....	SOS – 1 of 2

Attachment “A” – BMPO Non-Discrimination Requirements

Attachment “B” – BMPO Agreement – To be executed by the Successful Proposer

#### **RFP Required Documents**

Attachment “C” – RFP Forms Required to be Completed and Included with Proposals:

RFP Proposal Form  
RFP Price Proposal Form  
Contractor’s Qualification Certification  
Proposer’s Disclosure of Subcontractors, Subconsultants, and Suppliers Form  
Drug-Free Workplace Certificate  
Anti-Kickback Affidavit  
Non-Collusion Affidavit  
Non-Discrimination Affidavit  
Independence Affidavit  
Accuracy of Proposal Certification  
DBE Participation Statement and Bid Opportunity List

Attachment “D” – FDOT Forms Required to be Completed and Included with Proposals:

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists  
FDOT Form No. 375-030-30 Truth in Negotiation Certificate  
FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Federal Aid Contracts  
FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts  
FDOT Form No. 375-030-34 Disclosure of Lobbying Activities  
FDOT Form No. 375-031-06 E-Verify  
FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

#### **Post Award Documents**

Attachment “E” – BMPO Required Invoice Documentation

Contractor Invoice Template  
Certificate of Disbursement of Previous Periodic Payment to Subcontractors  
Subcontractor’s Certificate of Previous Payment  
Final Release on Contract and Affidavit

Attachment “F” - Contractor Performance Evaluation Form

## **DEFINITION OF TERMS**

Whenever in this **Request for Proposal (RFP)** the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as provided below. Failure to capitalize a defined term shall not change its meaning. Where a term is clearly used as a generic reference and not a defined term, its meaning shall not be changed by inserting the capitalized, defined term.

**ADDENDA or ADDENDUM:** Interpretations and supplemental instructions issued by the BMPO to document holders that clarify or modify the Contract Documents.

**AGREEMENT:** The document titled “Agreement” that when executed by the BMPO and the Successful Proposer establishes an enforceable commitment by the parties to comply with the terms of the Contract Documents.

**AMENDMENT:** A bilaterally executed written modification to the Contract Documents.

**BROWARD METROPOLITAN PLANNING ORGANIZATION:** ("BMPO" or “Agency”), will serve as the contracting agency.

**BMPO BOARD:** The Governing Board of the BMPO.

**BMPO EXECUTIVE COMMITTEE:** The BMPO’s Executive Committee

**BMPO EXECUTIVE DIRECTOR or EXECUTIVE DIRECTOR:** The BMPO Executive Director or designee who reviews the Evaluation/Selection Committee recommendation and makes final recommendation of the Successful Proposer to the BMPO Board or Executive Committee.

**BMPO PROJECT MANAGER:** The BMPO authorized representative having the responsibility to oversee and manage the Contract Documents and the day-to-day activities of the Contractor performing the Work.

**CHANGE DIRECTIVE:** A unilateral written order issued by the BMPO, whether contingent or not, directing the Consultant to perform additional work.

**CONTRACT DOCUMENTS or CONTRACT:** The Agreement, RFP, the Technical Specifications or Scope of Services, the General Terms and Conditions, the Special Terms and Conditions, the Contractor’s Proposal, and all other documents included as attachments to these documents or incorporated into them by reference.

**CONTRACT AMOUNT:** The total amount of the Agreement between the Successful Proposer and the BMPO for provision of goods or services.

**CONTRACT AWARD:** The approval granted by the BMPO Board or Executive Committee authorizing the BMPO to execute the Contract.

**CONTRACT DOCUMENTS MODIFICATION:** All Amendments and Change Directives associated with the Contract Documents.

**CONSULTANT or CONTRACTOR:** The Successful Proposer, as approved by the BMPO Board or Executive Committee, which has entered into a bilateral fully executed Agreement with the BMPO.

**EVALUATION/SELECTION COMMITTEE or COMMITTEE or ESC:** The committee appointed to review and evaluate the RFP Proposals, determine the final ranking and make a recommendation of award to the BMPO Executive Director.

**GOODS:** All materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Contract Documents.

**PROJECT:** The Scope of Services, Services or Work as defined and described in the Contract Documents.

**PROPOSER:** The business entity or entities that submits an RFP Proposal for this RFP.

**RFP PROPOSAL or PROPOSAL:** The written information that the Proposer submits in response to the RFP.

**SOLICITATION DOCUMENTS:** The documents used to solicit RFP Proposals, including all Addenda.

**SUBCONSULTANT or SUBCONTRACTOR:** An individual, consultant, or corporation having a direct contractual relationship with the Consultant or with any other Subconsultant for performance of a part of the Work for the Project. Subconsultants include any of the Consultant's affiliates.

**SUCCESSFUL PROPOSER:** The Proposer that has been ranked the highest responsive and responsible Proposer and recommended for award by the ESC to the BMPO Executive Director.

**WORK or SCOPE OF SERVICES or SERVICES:** The services to be performed for the Project, as described in the Contract Documents.

## INDEX OF RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1	CONTRACTING AGENCY .....	1
1.2	INTRODUCTION/INVITATION .....	1
1.3	PURPOSE .....	1
1.4	SCHEDULE OF EVENTS .....	2
1.5	ORAL INSTRUCTIONS AND COMMUNICATIONS .....	2
1.6	ADDENDA AND CLARIFICATION.....	3
1.7	ADDRESS FOR THIS RFP.....	3
1.8	SUBCONSULTANTS AND SUBCONTRACTORS .....	4
1.9	RIGHT TO REJECT .....	4
1.10	MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF SUBMITTALS .....	6
1.11	RFP PROPOSAL REQUIREMENTS .....	6
1.12	RFP PROPOSAL CONTENT .....	8
1.13	EVALUATION PROCESS .....	10
1.14	REVIEW OF FACILITIES AND QUALIFICATIONS.....	15
1.15	PROTEST PROCEDURES .....	15

## **1.0 – RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

### **1.1 CONTRACTING AGENCY**

The Broward Metropolitan Planning Organization (“BMPO”) is a dynamic, federally mandated public agency that serves as a catalyst for change in transportation. With the coordination of 31 local governments and municipalities, more than 1.8 million residents, and over 13 million visitors each year, the Broward MPO enables seamless transportation and redevelopment in Broward County that provides an opportunity for people and communities to grow and thrive. More information regarding the BMPO can be obtained at: <https://www.browardmpo.org/>.

### **1.2 INTRODUCTION / INVITATION**

The BMPO intends to enter into a Contract with a qualified Proposer to provide **Cellphone/Location-Based Data Services** to the BMPO as more fully described in the Scope of Services.

This Request for Proposal (“RFP”) solicits written responses from qualified Proposers interested in providing the Scope of Services needed for this Project. The contract period of performance shall be for an initial term of one (1) year, with the BMPO’s sole discretion to renew the agreement for two (2) additional one (1) year option periods for a total term of three (3) years.

### **1.3 PURPOSE**

The purpose of the RFP is to assist the BMPO in the evaluation of each Proposer’s ability to provide the desired Scope of Services.

This document shall outline the elements of the Proposal, the RFP evaluation method, Contractor selection process, and Contract execution. The BMPO intends to execute a Contract with the responsive and responsible Contractor whose Proposal is determined to be the most advantageous to BMPO.

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## 1.4 SCHEDULE OF EVENTS

Key milestone dates associated with Solicitation 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)	5/8/2025	See BMPO Website	BMPO Website: <a href="http://www.browardmpo.org/index.php/solicitations/current-solicitations">http://www.browardmpo.org/index.php/solicitations/current-solicitations</a>
Deadline for Questions (Submit via email only)	5/15/2025	5:00 pm	Via Email to BMPO Procurement Manager: <a href="mailto:Nelsono@browardmpo.org">Nelsono@browardmpo.org</a>
<b>Deadline for Proposals Due Advertisement Closing Date</b>	<b>6/5/2025</b>	<b>4:00 pm</b>	<b>BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309</b>
Public Announcement of Receipt of Sealed Proposals	6/5/2025	On or about 4:15 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluation and Recommendation	6/23/2025	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	6/24/2025	On or about 3:00 pm	BMPO Website: <a href="http://www.browardmpo.org/index.php/solicitations/current-solicitations">http://www.browardmpo.org/index.php/solicitations/current-solicitations</a>
BMPO Board Approval of Intended Award	7/10/2025	On or about 11:00 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

## 1.5 ORAL INSTRUCTIONS AND COMMUNICATIONS

1.5.1 Oral Instructions. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any BMPO Board member, employee, or consultant. No interpretation of the meaning of the Contract Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally to any Proposer. All such interpretations and supplemental instructions will be issued to all Proposers in receipt of this RFP, in the form of written Addenda/Addendum, as indicated in Section 1.6. Only those communications that are in writing from the BMPO shall be considered as a duly authorized expression on behalf of the BMPO.

Also, only written communications from Proposers will be recognized by the BMPO as duly authorized expressions on behalf of the Proposers.

**Any questions, requests for interpretations or supplemental instructions arising from this RFP must be submitted in writing to the BMPO's Procurement Manager, Mr. Oscar Nelson, by e-mail at [nelsono@browardmpo.org](mailto:nelsono@browardmpo.org).** Mr. Nelson shall be the sole point of contact for this procurement and can be reached at (954) 876-0041. In order for questions to be answered in a timely

manner, they must be received no later than the date and time specified in Section 1.4 above. Written questions received after the date specified in Section 1.4 may not be answered. Proposers are responsible for ensuring that their questions have been received by the BMPO.

### **1.5.2 CONE OF SILENCE PROHIBITION ON COMMUNICATIONS.**

EXCEPT AS PROVIDED FOR BELOW, ANY COMMUNICATIONS BETWEEN ANY POTENTIAL VENDOR, SERVICE PROVIDER, PROPOSER, LOBBYIST OR CONSULTANT AND ANY BOARD MEMBER, EMPLOYEE, COMMITTEE MEMBER, OR CONSULTANT/CONTRACTOR OF THE BMPO REGARDING THIS PROCUREMENT ARE STRICTLY PROHIBITED FROM THE DATE ON WHICH THE SOLICITATION ADVERTISEMENT APPEARS THE BMPO'S WEBSITE THROUGH THE DATE OF CONTRACT AWARD OR FROM THE DATE OF THE FILING OF ANY NOTICE OF PROTEST OF AWARD THROUGH RESOLUTION FOR THE PARTIES INVOLVED IN THE PROTEST OR CONTRACT AWARD, WHICHEVER IS LONGER.

The only exceptions to the Cone of Silence are: (i) any communications with the BMPO Procurement Officer or the BMPO's designated point of contact; (ii) site visits to the apparent successful proposer's facilities (iii) any communications made on the record at a publicly noticed meeting of the BMPO, or (iv) negotiation meetings held by the Procurement Officer.

### **1.6 ADDENDA AND CLARIFICATION**

Addenda. In the event that the BMPO finds it necessary to supplement or modify any portion of the RFP during the Proposal preparation period, such procedure(s) shall be accomplished by issuance of written Addenda.

All Addenda will be in writing from the BMPO with content and number of pages described to all Proposers. Each Proposer must acknowledge receipt of all Addenda by signing the acknowledgment in the Addendum Acknowledgment on the Proposal Form.

Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. In the event of conflicts in the addenda, the most recent addendum will govern. Reference herein to the RFP shall include all addenda, unless specifically noted.

### **1.7 ADDRESS FOR THIS RFP**

Mail or deliver all RFP Submittals to:

Mr. Oscar Nelson  
Procurement Manager  
Broward Metropolitan Planning Organization  
Trade Centre South  
100 W. Cypress Creek Road, Suite 650  
Fort Lauderdale, FL 33309  
Phone: 954-876-0064  
Email: [nelsono@browardmpo.org](mailto:nelsono@browardmpo.org)

The complete solicitation package may be obtained from the BMPO's website: <https://www.browardmpo.org/procurement/current-solicitations> or from the DemandStar website: <https://www.demandstar.com/app/agencies/florida/broward-metropolitan-planning-organization/procurement-opportunities/d78b6ad4-65e9-4acf-9b63-a3fd0fd6dbb5/>

## **1.8 SUBCONSULTANTS AND SUBCONTRACTORS**

All Subconsultants or Subcontractors are subject to BMPO approval. The BMPO reserves the right to reject any and all Subconsultants or Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subconsultants or Subcontractors for any commitments made regarding the use of particular Subconsultants or Subcontractors for the Project.

The Proposer shall provide a list with its Proposal of all Subconsultants and Subcontractors that may perform Services on the Project. No changes to the list of Subconsultants and Subcontractors can be made after the deadline for submitting of Proposals without prior, written approval by the BMPO.

Subconsultants and Subcontractors shall have been successfully engaged in the particular type of business for a reasonable period of time and be qualified both technically and financially to perform the Work for which they are listed.

Subconsultants or Subcontractors failing to meet the above requirements shall be replaced by the Proposer at no additional cost to the BMPO, and substitutes are subject to the BMPO's approval.

1.8.1 Teaming. Proposers must select between submitting as a Prime Contractor (the "Proposer") or a Subcontractor when responding to this solicitation. Firms electing to submit as Prime Contractor may only respond once to this solicitation. In other words, Prime Contractors are limited to participation on a single team. If submitting as a Prime Contractor, a Proposer may not participate as a Subcontractor on another proposal for the same solicitation. If a Proposer fails to adhere to these restrictions and participates in more than one proposal, then the proposal which includes the Proposer as a Prime Contractor shall be found non-responsive.

## **1.9 RIGHT TO REJECT**

1.9.1 General. The BMPO, at its sole and absolute discretion, reserves the right to cancel and withdraw this RFP at any time, to reject any or all Proposals and reserves the right to make an award based solely on the written Proposals as submitted.

1.9.2 Responsiveness of Proposals and Disqualification. All Proposals must be in writing. A responsive Proposal is an offer which complies with and conforms to the requirements of the RFP. Proposals which, in the opinion of the BMPO, are non-responsive will be rejected. Proposals may be rejected if found to be conditional, irregular or not in conformance with the requirements and instructions contained herein. A Proposal may be found to be irregular or non-responsive for reasons including failure to utilize or complete forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals and improper and/or undated signatures. All Proposals must be typed.

1.9.3 BMPO Staff shall perform an initial responsiveness determination of Proposals received. Any Proposal containing conditions that may materially affect the price of the Proposals or change the terms and conditions of the Contract Documents will be rejected as nonresponsive. Conditions include assumptions, exceptions, qualifications, points of discussion, and all other terms submitted by Proposers that may materially affect price or the Work. Price Proposals shall contain only BMPO Price Proposal forms. All blanks are to be filled in with requested pricing information. No comments or other writing remarks shall be contained on the Price Proposal forms. No other sheets of paper are to be included in the sealed Price Proposal envelope other than the BMPO forms. Failure to follow these simple instructions will result in Proposals being found nonresponsive.

1.9.4 All questions or request for changes to the Solicitation Documents may only be submitted during the question-and-answer period, **including such requests for changes in Attachment “B” BMPO Agreement. The Successful Proposer shall execute the BMPO Agreement, same as attached Attachment “B” to the RFP.** Proposers are not to mark their Price Proposals with the words “confidential”, “proprietary” or “trade secret”. All Proposals, generally, are public records subject to the provisions of Chap. 119, Fla. Stat., unless there is a specific exemption that applies to some portion of the Technical Proposal. Only those pages to which a public records exemption applies shall be marked as “confidential”, “proprietary” or “trade secret” with the correct statutory citation for the exemption stated on each page containing information that the Proposer claims is exempt. For every page marked “confidential”, “proprietary” or “trade secret”, the Proposer shall provide, in compliance with Florida law, the same page with such information redacted.

1.9.5 If a Proposer desires to request a condition to be considered, the Proposer must submit their request to the BMPO in writing during the period of time the Proposer may ask questions as outlined in this RFP. When submitting a condition to be considered during the question period, the Proposer shall specifically reference the corresponding section, paragraph, and page number which the Proposer wishes to be considered changed. Failure to follow these instructions shall result in the BMPO not considering the Proposer’s request.

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

1.9.7 Other Conditions Causing Disqualification of Proposers. Other conditions, which may cause rejection of Proposals, include, but are not limited to, a Proposer submitting more than one Proposal, qualified or contingent proposals, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the Work, failure to perform or meet financial obligations for previous contracts, or evidence that a Proposer has a financial interest in another Contractor for the Work under this RFP.

1.9.8 Proposals may be rejected if more than one Proposal is received from an individual, Firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all Proposals in which such Proposer has participated.

1.9.9 Waivers. The BMPO, at its sole and absolute discretion, reserves the right to waive minor informalities or irregularities in this RFP or in the Proposals received as part of this RFP; where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an

adverse effect on the BMPO's interest and will not materially affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

## **1.10 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF PROPOSALS**

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the due date and time shown in Section 1.4; only the latest version of the Proposal will be considered and evaluated. Any such revisions must be clearly provided so that no determination by the BMPO is necessary as to the portion of the Proposal to be replaced or modified.

Proposals may be withdrawn prior to the due date and time shown in Section 1.4. Such requests for withdrawal must be made in writing and must include the following information:

RFP WITHDRAWAL  
RFP NUMBER  
TITLE OF RFP  
DUE DATE

## **1.11 RFP PROPOSAL REQUIREMENTS**

1.11.1 Proposals shall consist of two parts: (1) a Technical Proposal in a sealed envelope; and (2) a separate sealed envelope containing the completed Required Documents (listed below). Within the sealed envelope for the Technical Proposal, all Proposers must submit ONE (1) **unbound** original printed document and ONE (1) complete electronic version, in PDF format, of the Technical Proposal on FLASHDRIVE. Only ONE (1) original of each of the Required Documents is to be provided. In the event of a conflict, the original printed document Technical Proposal will take precedence.

The ONE (1) **unbound** printed original and ONE (1) complete electronic version, in PDF format on FLASHDRIVE, of the **Technical Proposal**, shall be placed in one (1) or more sealed envelopes that shall be clearly marked as follows:

**Broward Metropolitan Planning Organization**  
**RFP No. 26-01**  
**Cellphone/Location-Based Data Services**  
**Technical Proposal**  
**RFP Due Date**  
**Proposer's Name**

The printed, original, and executed (as applicable) **Required Documents** shall be placed in a separate sealed envelope which shall be clearly marked as follows:

**Broward Metropolitan Planning Organization**  
**RFP No. 26-01**  
**Cellphone/Location-Based Data Services**  
**Required Documents**  
**RFP Due Date**  
**Proposer's Name**

### 1.11.2 Required Documents

#### **Attachment “C” RFP Forms Required to be Completed and Included with Proposals:**

RFP Proposal Form  
RFP Price Proposal Form  
Contractor’s Qualification Certification  
Proposer’s Disclosure of Subcontractors, Subconsultants, and Suppliers Form  
Drug-Free Workplace Certificate  
Anti-Kickback Affidavit  
Non-Collusion Affidavit  
Non-Discrimination Affidavit  
Independence Affidavit  
Accuracy of Proposal Certification  
DBE Participation Statement and Bid Opportunity List

#### **Attachment “D” – FDOT Forms Required to be Completed and Included with Proposals:**

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists  
FDOT Form No. 375-030-30 Truth in Negotiation Certificate  
FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts  
FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts  
FDOT Form No. 375-030-34 Disclosure of Lobbying Activities  
FDOT Form No. 375-031-06 E-Verify Form  
FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

#### **The Proposer’s Financial Information is to be included in the Required Documents.**

1.11.3 All Proposals must be received by the date and time shown in Section 1.4 of the RFP. Facsimile or e-mail Submittals are not permitted. Proposals received after that time and date will not be considered. Hand-carried Proposals may be delivered to the address in Section 1.7 between the hours of 9 a.m. and 5 p.m., only, Monday through Friday, excluding holidays observed by the BMPO.

1.11.4 Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service and that the envelopes containing the Proposals are clearly marked.

1.11.5 Failure to acknowledge all Addenda on the Proposal Form issued by the BMPO shall be cause for rejection.

1.11.6 Proposals MUST be structured in the format outlined by the BMPO in Section 1.12 of the RFP. Proposals that do not meet this requirement may be rejected.

1.11.7 All Proposals and associated forms shall be completed and notarized (if applicable), signed and dated in ink by a duly authorized representative of the Proposer.

1.11.8 Technical Proposals are not to exceed twenty (20) single-sided pages (exclusive of the cover letter, table of contents, section dividers, and Required Documents).

1.11.9 The **Technical Proposal must be unbound** on paper size 8 ½” x 11” with a minimum font size of 12 pt.

1.11.10 Technical Proposals that do not meet these requirements may not be accepted for review. The decision to deem a Proposal non-responsive for failing to comply with the 20-page limit shall be determined by the BMPO at its sole and absolute discretion and shall be made during the initial responsiveness determination.

## **1.12 RFP PROPOSAL CONTENT**

### **1.12.1 TECHNICAL PROPOSAL**

The Technical Proposal will be scored using the maximum point assignments shown on the RFP Evaluation Criteria provided in Section 1.12. Each criterion has an established point value.

Technical Proposals must be formatted as described below.

The Technical Proposal should be organized into the following major sections with all parts, pages, figures, and tables clearly numbered and labeled:

Section	Title
	<b>Cover Letter</b>
	<b>Table of Contents</b>
<b>1.0</b>	<b>Awareness of Project Issues</b>
<b>2.0</b>	<b>Data</b>
<b>3.0</b>	<b>Relevant Experience and Innovation</b>

The Technical Proposal should be organized as follows:

#### **COVER LETTER:**

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the Proposal; whether the organization is an individual, or corporation; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to represent the Proposer. The cover letter does not count against the twenty (20) page limit.

The Cover Letter shall provide a complete and full, accurate description of the corporate or other structure of the proposing entity.

## **TABLE OF CONTENTS:**

Each Proposer shall include an outline of the Proposal, identified by sequential page number and by section, reference number, and section title as described herein.

### **SECTIONS:**

#### **1.0 Awareness of Project Issues**

Awareness of project needs and limitations as it pertains to travel demand modeling, performance and system management, and related planning analysis.

#### **2.0 Data**

Identification of minimum data requirements available within proposed data solution and supplemental/additional data considerations, describing suitability and value relating to the project needs and activities.

Data collection, cleaning, storage, and validation methodology and process breakdown explaining objectivity, limitations, appropriateness, and other considerations such as but not limited to privacy protection, availability, and accuracy.

#### **3.0 Relevant Experience and Innovation**

Review and comparison of examples of how other metropolitan areas or public organizations have utilized the proposed data set(s) for similar applications.

### **1.12.2 BMPO REQUIRED DOCUMENTS**

#### **TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE:**

1. Proposer shall complete and notarize where applicable the Required Documents identified in Section 1.11 of the RFP and shall submit in a separate sealed envelope.

2. **FINANCIAL INFORMATION**

This section shall include relevant information regarding the financial stability and strength of the Proposer. Each Proposer shall provide a copy of the most recent Dun and Bradstreet or Creditsafe report. A parent company Dun and Bradstreet or Creditsafe report is acceptable. A copy of the most recent audited financial statements will be accepted if a Dun and Bradstreet or Creditsafe report is unavailable. In the event the above listed financial reports are not available, the BMPO may consider a combination of both an unaudited financial statement and a copy of the latest tax return for the Proposer. Financial Information will be reviewed by the BMPO prior to the evaluation process set forth in Section 1.13 below as a factor to determine responsibility of the Proposer.

## **1.13 EVALUATION PROCESS**

The BMPO's Evaluation/Selection Committee (hereinafter referred to as "COMMITTEE" or "ESC"), shall evaluate the Technical Proposals provided to it using the RFP Evaluation Criteria in Section 1.13.1. The final selection of the Successful Proposer will be based upon the evaluation process as described herein (the "Evaluation Process").

### **1.13.1 EVALUATION CRITERIA RFP 26-01**

The criteria below will be used to evaluate each RFP Proposal. There are four (4) criteria, with points assigned to each according to their relative importance to the overall evaluation process for this RFP.

The ESC will review each responsive Proposal and establish a Technical Score. The Technical Score and the Price Score will then be combined into the Total Score for each Proposal (as more particularly described below in Section 1.13.5).

#### **1) AWARENESS OF PROJECT ISSUES (Maximum 35 Points)**

The proposal shall include a brief discussion of how the vendor will support the purposes identified above. This also includes the use of Cellphone and Location-Based Data at a granular level to understand local traffic patterns and inform project selection and prioritizations. The proposal should address awareness of unique local and regional considerations.

- A. Explanation of data accessibility and format for ease of use and application.
  - Describe platform and/or software necessary for accessing, viewing, utilizing, and downloading data.
  - Detailed data formatting options and post-processing methodology, if any, that may be necessary prior to use.
- B. Discuss available technical support and guidance.
  - Elaborate on technical support availability and any technical training that may be provided.

#### **2) DATA (Maximum 35 Points)**

##### **A. Minimum Data Requirements and Supplemental/Additional Considerations**

Proposed data set(s) provides data for use in model calibration and validation within the required region at the Traffic Analysis Zone (TAZ) level of resolution, at a minimum. Explanation of additional proposed data availability and resolutions should also be included, if applicable.

The proposed data set(s) should be consistent, reliable and complete (countywide). The data sets should depict features such as people, vehicle movements, freight and goods, and trip origins and destinations in the Tri-County region at Traffic Analysis Zone (TAZ) as well as a granular level to provide insights and/or inferences to be utilized for travel demand modeling, system performance management, and other planning activities. The proposal should include which features are accessible within the data along with relevant

explanations on how to extract these features from the raw data. The following list outlines the minimum data requirements identified as necessary for use by the PARTNERS:

- Trip origin and destination by time of day and mode
- Mode choice data
- External-external (EE), External-Internal (EI), and Internal-External (IE) trips
- Freight and/or goods movement
- Travel time

The proposed solution may include supplementary and/or complementary data elements in addition to the required components described above. Additional features of interest may include, but are not limited to, the following:

- Transit route and operations
- Bike and pedestrian data
- Express/toll lanes data
- TNC usage data
- CAV usage data
- Data integration strategies
- Real-time traffic monitoring data
- Micro-mobility data
- Socio-economic data
- Historical and/or special incidents, events, and trends

#### **B. Data Collection and Processing Methodology**

The proposal shall include a detailed explanation of the employed data collection and processing methodologies. Explanation should be transparent and easily understood to inform the BMPO on the processes used and related issues for consideration prior to choosing a data services solution, including but not limited to source of the data, data processing, cleaning, and validation, limitations and accuracy, privacy concerns, and availability.

- Source of the Proposed Data Set(s):
  - Describe the source and/or technology used to collect and extract the raw data.
  - Elaborate on providers involvement in collecting/purchasing data from a third-party source, if applicable. For example, freight vehicles might rely on location-based systems that do not feed into cell data sources.
- Data processing, cleaning, and validation methodology:
  - Explanation of methodology employed for converting raw data to processed usable data and insights.
  - Report on procedures and methods employed to extract features from raw data and differentiate between various modes, trip purposes, as well as other relevant features.
  - List conditions that are intentionally applied to filter out data throughout the process.
  - Specify any potential limitations, accuracy considerations, and/or intrinsic assumptions that may exist keeping in mind the context of the scope activities including data usability and analysis.

- The proposal should address the timeliness of data and the update schedule (annual, quarterly or continual).
- Privacy concerns:
  - Describe how data set(s) account for potential public privacy concerns or other relevant discretionary considerations.
  - Be responsible to conduct data privacy impact analysis periodically for privacy protection and compliance.
- Availability:
  - Specify who, when, and how long the BMPO (and respective consultants) can have access to the data and/or platform(s) for accessing the data as well as any restrictions on this availability.
  - Explain access protocols for the data and/or platform(s) including availability for offline access.
  - Elaborate on any availability restrictions that may exist due to the funding limitations outlined in the scope.

### **3) RELEVANT EXPERIENCE AND INNOVATION (Maximum 10 Points)**

The proposal should include examples of proposed Cellphone/Location-Based Data usage for analyzing travel behavior and mobility by other public agencies and metropolitan areas with similar characteristics (such as population, diversity, land mass, etc.). The examples should include how the data was utilized for various activities, whether it replaced and/or improved upon conventional methods, and any lessons learned for future applications. The BMPO is seeking relevant documented use cases and/or examples for the following applications of the proposed data solution:

1. Use Case Examples for Long-Range Transportation Planning
2. Use Case Examples for Concept Development
3. Use Case Examples for Performance Monitoring

### **4) COST (Maximum 20 points)**

The Proposer offering the lowest total price proposal shall receive the maximum 20 points for this criterion. The remaining Proposers shall be rated on a sliding scale using the following formula:

$$S = \left( \frac{a}{b} \right) \times 20$$

where:

a = dollar amount of the lowest price proposal  
 b = dollar amount of price proposal to be rated  
 S = Price Proposal Score

### **1.13.2 EVALUATION CRITERIA AND RELATIVE WIGHTS**

#### **Technical Proposal – Maximum 80%**

- Awareness of Project Issues – Maximum 35%
- Data – Maximum 35%
- Relevant Experience and Innovation – Maximum 10%

#### **Price Proposal – Maximum 20%**

### **1.13.3 TECHNICAL EVALUATION CRITERIA SCORING**

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

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

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

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

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

### **1.13.4 EVALUATION SELECTION COMMITTEE SCORING OF TECHNICAL PROPOSALS**

Proposals will be evaluated by an ESC appointed by the Executive Director or his/her designee. The BMPO Procurement Officer or his/her designee will perform an initial review of the Proposals, noting any deficiencies, informalities, or irregularities within the Proposal and will distribute this information with a copy of each Technical Proposal to each member of the ESC. The ESC members will independently evaluate the Technical Proposals for responsiveness and then score the Proposals using the RFP Evaluation Criteria set forth in Section 1.13.1 prior to the ESC meeting.

At the ESC meeting, the Committee will first review each Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP and make a determination of responsiveness of the Proposals. Failure to comply with any mandatory requirements, as determined by the Committee, will disqualify a Proposal. The Committee will discuss their independent evaluations of the Proposals based on the evaluation criteria set forth in Section 1.13.1. Prior to announcing their scores, the ESC members may ask questions of each other, have discussion and make adjustments to any scoring. ESC members will then announce their scores per criterion. This process is conducted until all ESC members have announced their scores for all of the Technical Proposals evaluated. For every Technical Proposal evaluated, the scores shall be averaged for each criterion (“Average Criterion Scores”). The Average Criterion Scores shall be

weighted, if applicable, and totaled to determine each Technical Proposal's total Technical Proposal Score.

After the Technical Proposals are scored, the ESC will incorporate the Price Proposal Scores (using the scoring methodology provided below in Section 1.13.5) for those Price Proposals that have been deemed responsive.

In the event the final Committee scoring results in a tie for rankings of the most highly qualified Proposer(s), the Committee shall select the Proposer with the highest average ranking based on the individual Committee member rankings, with One (1) being the highest ranked, Two (2) being the second highest ranked, and so on. If there is still a tie, the Committee shall rank the Proposers that are tied based on the final scoring for the highest weighted Technical Proposal evaluation criterion. If still a tie, the last tie breaker will be determined by a coin toss.

The ESC also reserves the right to refrain from making a recommendation or recommend against award in the event that no Proposal is deemed advantageous to the BMPO.

### **1.13.5 FINAL SCORING, RANKING, AND SELECTION**

Proposers shall be assigned a Final Score using the formula provided below:

Final Score = Technical Proposal Score + Price Proposal Score

The Price Proposal Score =  $\frac{a}{b} \times 20 = S$

Where:     a = dollar amount of lowest Price Proposal  
              b = dollar amount of Price Proposal to be rated  
              s = Price Proposal score

$\frac{\text{Price of Lowest Price Proposal}}{\text{Price of Proposal Being Rated}} \times \text{maximum points available} = \text{Awarded Price Points}$

Example: The total points available for price in this RFP is twenty (20) points. If the cost of the lowest accepted proposal is \$100,000, they would be awarded twenty (20) points. If the second lowest accepted proposal is \$125,000, they would be awarded sixteen (16) points.

$\frac{\$100,000}{\$125,000} \times 20 = 16$

The Price Proposal score will then be added to the Technical Proposal Score to obtain the Final Score for each Proposer.

The highest ranked Proposer will be the Proposer with the highest Final Score.

## 1.14 REVIEW OF FACILITIES AND QUALIFICATIONS

After the Proposal due date and prior to execution of the Contract, the BMPO reserves the right to perform or have performed an on-site review of any Proposer's facilities and qualifications, as well as provided documentation. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide facilities and perform the Work. The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should the BMPO determine that the Proposal, or subsequently submitted documentation, has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory Contract performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Work, the BMPO has the right to reject the Proposal.

## 1.15 PROTEST PROCEDURES

The following are the BMPO's procedures for protesting solicitations and Contract Award.

### Definitions

**Interested Party** means any bidder or proposer with legal standing that is affected adversely by the BMPO's decision concerning a solicitation or Contract Award.

**Protest** means a written objection to the commercial terms or technical specifications in the solicitation or the Contract Award.

**Protest Period** means the 72 hours following the date of the posting of the Intent to Contract Award on the BMPO's website or the date of the issuance of an addendum as to the content of such addendum or the date of issuance of the Solicitation.

- (1) The BMPO provides Interested Parties with the opportunity for an administrative review of written Protests and strives to resolve any Protest expeditiously at the Procurement Officer's level to the maximum extent possible. Filing a Protest: Only an Interested Party may file a Protest regarding the Solicitation Documents issued by the BMPO by filing a written Notice of Protest with the BMPO within seventy-two (72) hours from the availability date of the Solicitation Documents set forth in the advertisement posted on the BMPO's website, excluding Saturdays, Sundays and legal holidays observed by the BMPO or from the date of the issuance of any addenda if specifically relating to the content of the addendum, excluding Saturdays, Sundays and legal holidays observed by the BMPO. Failure to file a Notice of Protest within the provided timeframes, for any reason whatsoever, shall constitute a complete and absolute waiver of Protest rights.

With respect to any Protest of Contract Award, the Notice of Protest shall be filed within the Protest Period. For Procurements not involving federal funds, the BMPO, at its sole discretion, may require in its Solicitation Documents that an Interested Party post with its formal Protest a Protest bond in the amount of 1% of the Contract amount or \$25,000, whichever is less. In the event the Interested Party receives an adverse determination on its Protest, the bond shall be forfeited to the BMPO.

An Interested Party shall file a formal written Protest within ten (10) business days of filing a Notice of Protest. In order to be considered, the Protest must contain: (i) the Interested Party's name, address, telephone number, email address, facsimile number, and taxpayer identification number; (ii) identification of the Procurement or Contract at issue; (iii) a complete and concise statement of the grounds for the Protest, supported by relevant documents; (iv) identification of all Persons with information germane to the Protest; (v) a chronology of efforts made to resolve the matter prior to filing the Protest; and (vi) a statement of the relief requested.

- (2) **Protest Decision:** The Procurement Officer shall reduce his or her decision to writing and shall transmit or otherwise furnish a copy of the decision to the Interested Party. The decision of the Procurement Officer shall be final and conclusive unless, within seven (7) business days from the date of such decision, the BMPO receives from the Interested Party a written request for review of the decision addressed to the Executive Director. The decision of the Executive Director shall be final and conclusive.
- (3) **Continuation of Performance:** The Procurement Officer shall determine whether the BMPO will proceed with Contract Award or, if the Contract has been awarded, whether to suspend performance of the Contract, pending a decision on the Protest. The BMPO has no obligation, however, to suspend award or performance of the Contract in the event of a Protest.
- (4) **Remedies:** If the BMPO determines that a Protest is valid, the Executive Director, at his or her sole discretion, may: (i) direct the Procurement Officer to issue a new or amended Solicitation; (ii) award the Contract or recommend that the Board award the Contract, if the Contract amount exceeds the Executive Director's approval authority; (iii) terminate or suspend performance of the Contract that is the subject of the Protest; or (iv) take any other action permitted by law to promote compliance with BMPO policies and applicable law.
- (5) **Filing of a Written Notice of Protest or Protest:** All Written Notices of Protests or Formal Protests must be filed with the Procurement Officer. All Protests must be received at the address shown on the Solicitation Documents during normal office hours of 9:00 am to 5:00 pm, local time. Failure to file a Notice of Protest or a Protest as discussed herein, shall constitute a complete and absolute waiver of any such rights.
- (6) **Informal Resolution:** The Procurement Officer may, at his or her sole discretion, agree to meet with the Interested Party within seven (7) calendar days, excluding Saturdays, Sundays and legal holidays observed by the BMPO, after the filing of a Protest to attempt to resolve the matter.

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**SECTION 2.0**  
**GENERAL TERMS AND CONDITIONS**

**INDEX**

<b>2.1</b>	CONTENTS OF SOLICITATION.....	1
<b>2.2</b>	CRIMINAL CONVICTION DISCLOSURE.....	1
<b>2.3</b>	CONFLICT OF INTEREST .....	1
<b>2.4</b>	COST OF PROPOSALS.....	1
<b>2.5</b>	DEMONSTRATION OF COMPETENCY.....	2
<b>2.6</b>	AWARD OF CONTRACT.....	2
<b>2.7</b>	ASSIGNMENT: NON-TRANSFERABILITY OF PROPOSAL.....	3
<b>2.8</b>	LEGAL REQUIREMENTS.....	3
<b>2.9</b>	FAMILIARITY/COMPLIANCE WITH LAWS, RULES AND ORDINANCES.....	3
<b>2.10</b>	ADVERTISING.....	4
<b>2.11</b>	APPLICABLE LAW AND VENUE.....	4
<b>2.12</b>	EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM .....	4
<b>2.13</b>	PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS.....	5

## **2.0 - GENERAL TERMS AND CONDITIONS**

### **2.1 CONTENTS OF SOLICITATION**

2.1.1 General Conditions. It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation Documents and all terms and conditions affecting the performance of this RFP. By the submission of a Proposal to do the Scope of Services, the Proposer certifies that a careful review of the Solicitation documents has taken place, and that the Proposer is fully informed and understands the requirements of the Solicitation Documents and the quality and quantity of service to be performed. Pleas of ignorance by the Proposer 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 Successful Proposer.

The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State Statutes and Federal Rules, or Regulations.

2.1.2 Conflicts in this Solicitation. Where there appears to be a conflict between the General Terms and Conditions, the Special Terms and Conditions, the Specifications or Scope of Services, or any addenda issued, the order of precedence shall be: the last addenda issued, the Specifications or Scope of Services, the Special Terms and Conditions, and then the General Terms and Conditions.

### **2.2 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.

### **2.3 CONFLICT OF INTEREST**

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. On the Independence Affidavit Form, the Proposer 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 Proposer 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.

### **2.4 COST OF PROPOSALS**

All expenses involved with the preparation and submission of a Proposal to the BMPO, and any work performed in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Proposer(s)

prior to commencement of Work as defined by a contract duly approved by the Executive Board of the BMPO.

## **2.5 DEMONSTRATION OF COMPETENCY**

2.5.1 A Proposal will only be considered from a firm that is regularly engaged in the business of providing the Scope of Services required by this RFP. The Proposer 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 Scope of Services if awarded the Contract as a result of this RFP.

2.5.2 The BMPO may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of the RFP. The BMPO may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the Proposer, including past performance (experience) with the BMPO or any other governmental entity in making the award of any Contract.

2.5.3 The BMPO may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this RFP.

2.5.4 The BMPO reserves the right to audit all records pertaining to and resulting from any award as a result of this RFP, financial or otherwise.

## **2.6 AWARD OF A CONTRACT**

2.6.1 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 Proposers, in its sole discretion, to secure the Scope of Services required by this RFP. 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 Proposer pursuant to this RFP until the Contract has been executed by both parties thereto.

2.6.2 Additional Information. The award of a Contract may be preconditioned on the subsequent submission of other documents, as specified in the Special Terms and Conditions. The Successful Proposer(s) shall be deemed nonresponsive if such documents are not submitted in a timely manner and in the form required by the BMPO. Where the Successful Proposer(s) is deemed nonresponsive as a result of such failure to provide the required documents, the BMPO, may award any Contract for a specific project to another of the qualified responsive, responsible Proposer(s).

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

and contractors. The BMPO may require the Successful Proposer 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.

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

2.6.5 Estimated Quantities. Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The BMPO is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the BMPO's actual needs and/or usage during a previous contract period. Said estimates may be used by the BMPO for purposes of determining the qualified responsive, responsible Proposer meeting specifications.

2.6.6 Non-Exclusive Contract. Although the purpose of this RFP 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 Proposer to receive all orders that may be generated by the BMPO in connection with the types of products and/or Services requested herein.

## **2.7 ASSIGNMENT: NON-TRANSFERABILITY OF PROPOSAL**

Proposals shall not be assigned or transferred. A Proposer 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 Proposal disqualified as a result of such transaction. The Executive Director shall determine whether a Proposal 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 Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the BMPO. Failure to do so may result in the Proposal being disqualified, at the BMPO's sole discretion.

## **2.8 LEGAL REQUIREMENTS**

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

## **2.9 FAMILIARITY/COMPLIANCE WITH LAWS, RULES AND ORDINANCES**

2.9.1 Familiarity. The submission of a response to the Request for Proposals on the Scope of Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, BMPO rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such

Scope of Services, or which in any way affects the conduct of the provision of such Scope of Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the Solicitation Documents that are contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall report it to the BMPO in writing without delay.

2.9.2 Compliance. The Successful Proposer 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 Proposer(s) agree to comply with and observe all applicable laws, codes, and ordinances as they may be amended from time to time.

## **2.10 ADVERTISING**

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

## **2.11 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 Proposer(s). Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue for any litigation shall be Broward County, Florida.

## **2.12 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM**

As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.54% (6.6% for FTA) without the use of contract goals.

1. The BMPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The BMPO will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.
3. The BMPO will not employ local or regional preferences in the evaluation or award of the contract.
4. The BMPO is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women’s programs will not be used in award, evaluation, or delivery of the contract.

Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>. This office also recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) in identifying DBEs for work on this contract, visit: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

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

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

## **2.13 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Section 287.05701, Florida Statutes, the BMPO will not give preference to a Proposer based on the Proposer's social, political, or ideological interests and will not request documentation of or consider such interests in the determination of a responsible Proposer.

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## **3.0 - SPECIAL TERMS AND CONDITIONS**

### **3.1 FEDERAL HIGHWAY ADMINISTRATION FUNDED SOLICITATION**

This Project is funded with assistance from the Federal Highway Administration (“FHWA”). The BMPO will follow and require the Successful Proposer(s) to comply with, all applicable 3rd party procurement policies in accordance with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. Applicable FHWA provisions are located below (Section 3.2) and incorporated throughout the Contract Documents.

### **3.2 FHWA PROVISIONS**

#### **3.2.1 Clean Air Act (Contracts greater than \$150,000)**

3.2.1.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q).

3.2.1.2 The Contractor agrees to report each violation to the BMPO and understands and agrees that the BMPO will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.2.1.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance from FHWA.

#### **3.2.2 Federal Water Pollution Control Act (Contracts greater than \$150,000)**

3.2.2.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, (33 U.S.C. 1251-1387).

3.2.2.2 The Contractor agrees to report each violation to the BMPO and understands and agrees that the BMPO will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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## **4.0 - SCOPE OF SERVICES**

### **I. Purpose**

The Broward Metropolitan Planning Organization (BMPO) is seeking to procure an annual subscription for Cellphone/Location-Based Data Collection that geolocates travel patterns and conducts origin/destination studies. The data will increase the accuracy of validation for the traffic model and provide a greater level of detail than current data sources for long-range planning, project selection, and short-term project selection and concept development. The data set should also lend itself for uses related to federal performance management measures and transportation planning and prioritization activities.

Proposals should provide the BMPO with necessary detailed information and understanding of the strengths, limitations, applicability, and costs of the proposed data set(s) before committing to an investment in the data.

### **II. Background**

The BMPO is a federally mandated public agency that is responsible for making policy on local transportation issues and deciding how to collaboratively spend federal money on important transportation projects that deliver solutions, help keep Broward County moving and improve quality of life for all. Among the Core Products of the BMPO is the Metropolitan Transportation Plan (MTP) that provides the planning framework for the identification and prioritization of transportation projects.

The BMPO is a partner with other local agencies that share the responsibility of developing, updating and maintaining the Southeast Florida Regional Planning Model (SERPM). The SERPM is used by the three MPOs in the development of their respective Metropolitan Transportation Plans and is also used by FDOT Districts Four and Six for multimodal projects.

One of the critical elements in the development and update of the SERPM model is current travel behavior data. As this is an ever-evolving field with technological advances in general and urban infill trends within the Tri-County Region (Broward, Miami Dade and Palm Beach Counties), the BMPO recognizes the need for a robust and multi-dimensional data collection effort to continue to enhance the SERPM model through better understanding the travel patterns and characteristics.

### **III. Scope of Services**

The BMPO also acknowledges that Cellphone/Location-Based Data may be able to support activities beyond transportation-related functions. The BMPO seeks to determine the feasibility of using the Cellphone/Location-Based Data set(s) to accomplish at least the following:

- Increase the accuracy of validation for the traffic model
  - Analyze regional travel and mobility to help validate data the region collected through conventional surveys and existing traffic monitoring programs, and to provide additional information and understanding of aspects of mobility that are not easily captured through currently available data sources.
  - Travel data beyond the major roadways
  - Greater precision to identify internal trip capture and O/D pairs among the TAZs for SERPM model

- Provide a greater level of detail for long-range planning
  - Information about trip length – analysis of needs for short trips (1-3 miles)
  - Comparison of through trips vs. local trips
- Provide a greater level of detail for short-term project selection
  - Information about travel patterns and volumes to public and private activity centers
- Provide a greater level of detail for concept development
  - Information to understand trip lengths, O/D pairs and networks
- Provide a greater level of detail for project prioritization
  - Provide data that is currently unavailable to address prioritization criteria
- Monitor performance on congested corridors to fulfill federal mandates for a regional Congestion Management Process (CMP)
  - Provide data to supplement conventional traffic counts in a greater variety of locations

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# **ATTACHMENT “A”**

## **BMPO NON-DISCRIMINATION REQUIREMENTS**

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## **NON-DISCRIMINATION REQUIREMENTS**

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal- aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the [FDOT Design Manual](#) or [Florida GreenBook](#), as applicable; The Federal Aviation Administration’s Non- discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non- discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)”

- (8) Non-Discrimination Language for the Public:** The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact*

\_\_\_\_\_ at \_\_\_\_\_  
*or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least \_\_\_\_\_ days in advance.*

- (9) Cooperation with MPO Oversight:** The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.

# **ATTACHMENT “B”**

## **BMPO AGREEMENT**

**TO BE EXECUTED BY THE SUCCESSFUL PROPOSER**

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**AGREEMENT NO. 26-01**  
**BETWEEN**  
**BROWARD METROPOLITAN PLANNING ORGANIZATION**  
**AND**  

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**FOR**  
**CELLPHONE/LOCATION-BASED DATA SERVICES**

This Agreement (“Agreement”) is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Broward Metropolitan Planning Organization, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

\_\_\_\_\_ with its principal business address located at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as  
 (“CONTRACTOR”) for \_\_\_\_\_ (the “Project”).

WITNESSETH:

WHEREAS, the BMPO solicited Proposals from Contractors to provide the required expertise in connection with the Project; and

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

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

WHEREAS, on \_\_\_\_\_, the Board of the BMPO ratified the evaluation and recommendation of Proposals received in response to RFP No. 26-01 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 Scope of Services identified in the Request for Proposals for the Cellphone/Location-based Data Services, RFP No. 26-01, dated May 8, 2025, (“RFP”), referenced hereto and made a part hereof, as Exhibit “A”, and the CONTRACTOR’S Proposal, attached hereto and made a part hereof, as Exhibit “B” to this Agreement.
- 1.2** The parties agree that the Scope of Services, as specified in Exhibits “A”, and “B” (hereinafter collectively referred to as the “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.
- 1.3** 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 one (1) year (the “Term”), which shall begin on the date it is fully executed by both and shall remain in effect until such a time as the Services acquired in conjunction with the Contract Documents have been completed and accepted by the BMPO. After the initial Term, the BMPO shall have the sole 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 30 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 described 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.
- 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 firm fixed price in the amount of \_\_\_\_\_ AND NO/100 Dollars (\$\_\_\_\_\_.00), contingent upon the appropriation of funds. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts 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.
- 3.2** 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, where applicable.
- 3.3** **Invoices shall be submitted to the BMPO Project Manager and Accounts Payable ([accountspayable@browardmpo.org](mailto:accountspayable@browardmpo.org)) utilizing the BMPO Invoice Form** (attached hereto in Exhibit "C"). The BMPO will provide the BMPO Invoice Form in Excel format to the CONTRACTOR. The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.
- 3.4** 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.
- 3.5** 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.
- 3.6** Payment shall be made to CONTRACTOR at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3.7** 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.
- 3.8** 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 amendment to this Agreement.

#### **SECTION 4. TERMINATION**

- 4.1** The Executive Director may terminate Contracts approved by the BMPO Executive Committee, the BMPO Board, or Executive Director after consultation with the BMPO's General Counsel.
- 4.2** This Agreement may be terminated for cause 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.
- 4.3** 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.
- 4.4** 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.
- 4.5** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 4.6** 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.

- 4.7** 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. UNCONTROLLABLE FORCES**

- 5.1** Neither BMPO nor the CONTRACTOR shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 5.2** Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract Documents.

## **SECTION 6: CLAIMS AND DISPUTES**

- 6.1** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the BMPO and the CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 6.2** Initial notice of Claims by the CONTRACTOR shall be made in writing to the BMPO Project Manager within five (5) business days after the first day the Contractor is aware of the event giving rise to such Claim, or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the BMPO Project Manager within thirty (30) calendar days after the occurrence of the event unless the BMPO grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the CONTRACTOR for its actual and

direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

The BMPO Project Manager shall render a decision regarding any Claims within sixty (60) days of receipt of CONTRACTOR's initial notice of Claim.

- 6.3** The CONTRACTOR shall proceed diligently with its performance as directed by the BMPO, regardless of any pending Claim, unless otherwise agreed to by the BMPO in writing. The BMPO shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.
- 6.4** Prior to the initiation of any action or proceeding permitted by these Contract Documents to resolve Claims between the parties, the parties shall first make a good faith effort to resolve any such Claim through this section. If the CONTRACTOR fails to first submit its Claim to the Claim resolution process in this Section, the CONTRACTOR forever waives its right to bring any legal action against the BMPO for breach of contract arising from the Claim. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BMPO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

## **SECTION 7. INDEMNIFICATION**

- 7.1** 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.

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

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

## **SECTION 8. INSURANCE**

- 8.1** The CONTRACTOR shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to these coverages.
- 8.1.1** Commercial General Liability Insurance on a commercial basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.
- 8.1.2** Professional Liability Insurance (Errors and Omissions) with limits not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate.
- 8.1.3** 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.
- 8.1.4** Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes Chapter 440.
- 8.2** The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- 8.3** 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:
- 8.3.1** 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
- 8.3.2** 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.

- 8.4** Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- 8.5** Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- 8.6** Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within ten (10) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall be in default and the Contract documents may be rescinded. Under such circumstances, the CONTRACTOR may be prohibited from submitting future responses to BMPO procurements.
- 8.7** CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- 8.8** If, in the judgment of the BMPO, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by CONTRACTOR 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 CONTRACTOR 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.

- 8.9** All Subcontractors retained or hired for the Work shall be required to maintain coverages, limits and term no less restrictive than those required of the Contractor. The Contractor shall be responsible for monitoring insurance compliance of all its Subcontractors. Additionally, Contractor shall make available to the BMPO proof of insurance of all Subcontractors upon request.

## **SECTION 9. MISCELLANEOUS**

- 9.1 BMPO Project Manager.** The BMPO Project Manager 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, James Cromar, is designated as the BMPO Project Manager.

- 9.2 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.

- 9.3 Audit and Inspection Rights and Retention of Records; Public Records.**

**9.3.1** BMPO shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

**9.3.2** CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable

to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

**9.3.4** 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.

**9.3.5** 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.

**9.3.6** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.

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

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

<b>Custodian of Records:</b>	<b>Jacqueline Barszewski</b>
<b>Mailing address:</b>	<b>100 West Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309</b>
<b>Telephone number:</b>	<b>(954) 876-0053</b>
<b>Email:</b>	<b>barszewskij@browardmpo.org</b>

**9.4 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 Attachment “A”, including Contractor’s responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.

- 9.5 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.
- 9.6 Scrutinized Companies.** The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO’s option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.
- 9.7 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. Nor shall employees and contractors to the CONTRACTOR enjoy any privity of contract with 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.

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

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

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

**BMPO:**

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

With a copy to:

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

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.10 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. 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 Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, 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.

- 9.11 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.

- 9.12 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.

- 9.13 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.
- 9.14 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.
- 9.15 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.
- 9.16 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.
- 9.17 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.
- 9.18 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.
- 9.19 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.
- 9.20 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 9.19 above.

**9.21 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.

**9.22 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.

**9.23 Multiple Originals.** This Agreement may be fully executed in TWO (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

**9.24 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

**9.25 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.

**9.26 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.

**9.27 Disadvantaged Business Enterprise (DBE) Program.**

**9.27.1** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**9.27.2** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the BMPO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT BETWEEN THE BMPO AND \_\_\_\_\_ FOR  
CELLPHONE/LOCATION-BASED DATA SERVICES**

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

**BMPO**

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By: \_\_\_\_\_  
Yvette Colbourne, Chair

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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.

**AGREEMENT BETWEEN THE BMPO AND \_\_\_\_\_ FOR  
CELLPHONE/LOCATION-BASED DATA SERVICES**

**CONTRACTOR**

WITNESSES:	[Name]
By: _____	By: _____
Print Name: _____	Print Name: _____
	Title: _____
By: _____	
Print Name: _____	This day __ of _____, ____.

**AGREEMENT BETWEEN THE BMPO AND \_\_\_\_\_  
FOR  
CELLPHONE/LOCATION-BASED DATA SERVICES**

**EXHIBITS LIST**

- 1) **Exhibit “A”** – RFP No. 26-01, Date Issued: May 8, 2025
- 2) **Exhibit “B”** – CONTRACTOR’s Proposal, dated \_\_\_\_\_.
- 3) **Exhibit “C”** – BMPO Invoice Form
- 4) **Attachment “A”** – BMPO Policy of Non-Discrimination

**AGREEMENT BETWEEN THE BMPO AND \_\_\_\_\_ FOR  
CELLPHONE/LOCATION-BASED DATA SERVICES**

**EXHIBIT “A”**

**RFP No. 26-01**

**Date Issued: May 8, 2025**

**AGREEMENT BETWEEN THE BMPO AND \_\_\_\_\_ FOR  
CELLPHONE/LOCATION-BASED DATA SERVICES**

**EXHIBIT “B”  
CONTRACTOR’S PROPOSAL**

## **ATTACHMENT “C”**

**RFP FORMS REQUIRED TO BE COMPLETED  
AND INCLUDED WITH PROPOSALS**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PROPOSAL FORM****RFP No. 26-01****CELLPHONE/LOCATION-BASED DATA SERVICES**

CONTRACTOR: \_\_\_\_\_

**PROPOSALS WILL BE DUE PURSUANT TO SECTION 1.4 OF THE INSTRUCTIONS TO PROPOSERS AND MAY NOT BE WITHDRAWN WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER SUCH DATE.**

THE PROPOSER CERTIFIES that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of the Contract Documents and certifies that it is authorized to submit this proposal and that the proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.

The Proposer further declares that it has examined the Contract Documents and addenda thereto and that it understands the requirements of the Work to be performed and all other requirements of the Request for Proposal.

The Proposer further certifies that neither the bidding firm nor any of its officers are listed on the United States comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Printed Name

Addenda: **Provide signature and date for each Addenda received.**

1.	2.	3.
4.	5.	6.

**PRICE PROPOSAL FORM**

**RFP No. 26-01**

**CELLPHONE/LOCATION-BASED DATA SERVICES**

FIRM FIXED PRICE AMOUNT FOR YEAR 1 \$ \_\_\_\_\_

**OPTION YEARS**

FIRM FIXED PRICE AMOUNT FOR YEAR 2 \$ \_\_\_\_\_

FIRM FIXED PRICE AMOUNT FOR YEAR 3 \$ \_\_\_\_\_

**TOTAL FIRM FIXED PRICE AMOUNT FOR YEARS 1-3 \$ \_\_\_\_\_**

## CONTRACTOR'S QUALIFICATION CERTIFICATION

Firm Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone: (         ) \_\_\_\_\_ Fax: (         ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

FEID # \_\_\_\_\_ DUNS # \_\_\_\_\_

1. DBE Certified ☐ No ☐ Yes Classification: \_\_\_\_\_

Certified By: \_\_\_\_\_

2. Specify the principal product or service offered by your firm: \_\_\_\_\_

3. Identify the area(s) which the business serves: ☐ Miami-Dade ☐ Broward  
☐ Palm Beach ☐ Florida ☐ Other \_\_\_\_\_

4. Date business was established: \_\_\_\_\_ Occupational License: \_\_\_\_\_

5. Type of Business:

A. ☐ **Sole Proprietor**

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Professional license/Certificate of Competency# \_\_\_\_\_

B. ☐ **Partnership**Are the owners of the business lawful, permanent residents of Florida? ☐ Yes ☐ No

Provide the name, residential address and telephone number of all owners of the business.

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #: \_\_\_\_\_

Name in which license/Certificate of Competency is issued: \_\_\_\_\_

C. \_\_\_\_\_ **Corporation** Incorporated in the state of \_\_\_\_\_ Date \_\_\_\_\_

Officer's Names	Title	Location

Professional license/Certificate of Competency #: \_\_\_\_\_

Name in which license/Certificate is Issued \_\_\_\_\_

6(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts completed **for which liquidated damages or other contractually stipulated sums or damages were assessed** against you for failure to complete the work on time or for any other breach of contract by you. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the name and telephone number of the owner's representative.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Completed

6(b). For the last five (5) years, list each contract under which the owner has **called upon your surety to complete the work, has terminated for default, or sued to complete performance or recover damages**. If fewer than five (5) contracts have been so affected during the last five (5) years, list the last five (5) contracts to be so affected. For each such contract, provide the same

information as required in (a) above, and in addition, provide the name and contract person with telephone number of your surety.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Comp	Surety POC & Phone No.

6(c). List the details of any litigation which your firm has been involved with for the past five (5) years (Attach pages if necessary).

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7. References (Please list prior similar projects)

Year	Project Name	Company Name	Dollar Amount	Contact Person and E-mail

Estimated amount of current work under contract: \$ \_\_\_\_\_

8. List three (3) major contracts similar in scope currently underway or completed within the last five (5) years

Project No. and Title	Owner	Value	Percent Complete	Contact Person and E-mail

I, \_\_\_\_\_, \_\_\_\_\_, OF  
\_\_\_\_\_, CERTIFY THE INFORMATION PROVIDED ON  
THIS QUALIFICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

\_\_\_\_\_  
Signature

Affix Corporate Seal

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_ An individual acting in their own right;

\_\_\_\_\_ of \_\_\_\_\_  
Title Corporation/Company  
a \_\_\_\_\_ Corporation, on behalf of the corporation.  
State

\_\_\_\_\_ Acknowledging partner/agent on behalf of \_\_\_\_\_  
a partnership. Name of partnership

This person is personally known me or has produced \_\_\_\_\_ as  
identification and who (did/did not) take an oath.

**Place Notary Seal Here**

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

In lieu of Stamp: \_\_\_\_\_  
Type or Print Name Title

\_\_\_\_\_  
Expiration Date

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS**

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

## DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Bidder's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;
4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement;
  - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the BMPO in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: \_\_\_\_\_  
(Please print or type)

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signature Date

**Affix Corporate Seal  
(If Applicable)**

\_\_\_\_\_  
County Of

\_\_\_\_\_  
State Of

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_ An individual acting in their own right;

\_\_\_\_\_ of \_\_\_\_\_  
Title Corporation/Company  
a \_\_\_\_\_ Corporation, on behalf of the corporation.  
State

\_\_\_\_\_ Acknowledging partner/agent on behalf of \_\_\_\_\_  
a partnership. Name of partnership

This person is personally known me or has produced \_\_\_\_\_ as  
identification and who (did/did not) take an oath.

**Place Notary Seal Here**

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

In lieu of Stamp: \_\_\_\_\_  
Type or Print Name Title

\_\_\_\_\_  
Expiration Date

# 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: \_\_\_\_\_

STATE OF FLORIDA )  
 )  
 \_\_\_\_\_ COUNTY )

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

**WITNESS** MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

**Notary Public Signature**

**Notary Public Printed Signature**

## Notary Stamp Seal

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

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not collusive or a sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) Any hourly rates quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF FLORIDA )  
 )  
 \_\_\_\_\_ COUNTY )

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

**WITNESS** MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

**Notary Public Signature**

**Notary Public Printed Signature**

**Notary Stamp Seal**

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

# 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: \_\_\_\_\_

STATE OF FLORIDA )  
 )  
 \_\_\_\_\_ COUNTY )

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

**WITNESS** MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**Notary Public Signature**

**Notary Public Printed Signature**

**Notary Stamp Seal**

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

## INDEPENDENCE AFFIDAVIT

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2.
  - a. Below is a list and description of any relationships, professional, financial or otherwise that PROPOSER 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 PROPOSER agrees and understands that PROPOSER shall give the BMPO written notice of any other relationships professional, financial or otherwise that PROPOSER 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]

**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 FLORIDA** )  
 )  
\_\_\_\_\_ **COUNTY** )

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

**WITNESS** MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public Signature**

\_\_\_\_\_  
**Notary Public Printed Signature**

\_\_\_\_\_  
Notary Stamp Seal

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

## **ACCURACY OF PROPOSAL CERTIFICATION**

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal 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]**

**ACCURACY OF PROPOSAL CERTIFICATION  
(CONTINUED)**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA** )  
 )  
\_\_\_\_\_**COUNTY** )

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

**WITNESS** MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public Signature**

\_\_\_\_\_  
**Notary Public Printed Signature**

\_\_\_\_\_  
**Notary Stamp Seal**

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

## 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:

DBE (s) Name  
Percentage

Type/Specialty Work

Dollar Amount/

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

## **ATTACHMENT “D”**

### **FDOT FORMS REQUIRED TO BE COMPLETED AND INCLUDED WITH SUBMITTALS**

#### **Forms**

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists

FDOT Form No. 375-030-30 Truth in Negotiation Certificate

FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

FDOT Form No. 375-030-34 Disclosure of Lobbying Activities

FDOT Form No. 375-031-06 E-Verify

FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

**Note: Forms are available mostly in Word format at the following website:**

**<https://www.fdot.gov/procurement/formmenu.shtm>**

## **ATTACHMENT “E”**

### **BMPO REQUIRED INVOICE DOCUMENTATION**

**Note: The Contractor Invoice Template attached is in a PDF format. The Template shall be provided in an Excel format after award to the selected Contractor.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**CONSULTANT NAME**  
**Street Address**  
**City, State, Zip Code**  
**Telephone #**

**Consultant LOGO**

**INVOICE**

**Bill To:**

Broward Metropolitan Planning Organization (BMPO)  
100 West Cypress Creek Road, 6th Floor, Suite 650  
Fort Lauderdale, FL 33309  
(954) 876-0033  
Email: [accountspayable@browardmpo.org](mailto:accountspayable@browardmpo.org)  
BMPO Project Manager: \_\_\_\_\_

**Invoice Date:** \_\_\_\_\_

**Invoice No.:** \_\_\_\_\_

**BMPO P.O. #:** \_\_\_\_\_

**Project Name and  
Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Invoice Service Period	Contract Number	Contract Execution Date	Contract End Date
-			

Task no.	Task name	Budgeted amount	Percent previously billed	Percent complete this period	Percent complete to date	Complete	Previously billed	Billed this period	Remaining budget
1	Project Management	\$ 1,000.00	10.0%	10.0%	20.0%	No	\$ 100.00	\$ 100.00	\$ 800.00
2	Task 2		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
3	Task 3		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
4	Task 4		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5	Task 5		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
6	Task 6		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
7	Task 7		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
8	Task 8		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
9	Task 9		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
10	Task 10		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
11	Task 11		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
12	Task 12		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
13	Task 13		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
14	Task 14		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
15	Task 15		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
16	Task 16		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
17	Task 17		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
18	Task 18		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
19	Task 19		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
20	Task 20		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Totals:		\$ 1,000.00					\$ 100.00	\$ 100.00	\$ 800.00

**Total Amount Due: \$ 100.00**

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

**Authorized Signature:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

CONSULTANT NAME

Street Address

City, State, Zip Code

Telephone #

Consultant LOGO

Service Period 1/0/00 - 1/0/00

DBE Contract Amount: \$ 100.00

DBE Firm Name	Amount Allocated	Notes
Company ABC	\$ 100.00	
Company Name B		
Company Name C		
Company Name D		
Company Name E		
Company Name F		
Company Name G		
Company Name H		
Company Name I		
Company Name J		

Total DBE Allocated: \$ 100.00

DBE Firm	Amount allocated	Percent previously billed	Percent billed this period	Percent billed to date	Amount previously billed	Amount billed this period	Amount billed to date	Amount remaining
Company ABC	\$ 100.00	50.0%	50.0%	100.0%	\$ 50.00	\$50.00	\$ 100.00	\$ -
Company Name B	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name C	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name D	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name E	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name F	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name G	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name H	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name I	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name J	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Totals:	\$ 100.00				\$ 50.00	\$ 50.00	\$ 100.00	\$ -

## INVOICE TASK DETAIL

Task No:

1

Task Name:

Project Management

Budgeted Amount

\$ 1,000.00

100.0%

Previously billed

\$ (100.00)

-10.0%

Billed this period

\$ (100.00)

-10.0%

Remaining Budget

\$ 800.00

80.0%

Percent complete:

20.0%

Billed this period details:

Salary Costs:

Prime Consultant Name

\$ 50.00

Sub-Consultant 1

\$ 50.00

Sub-Consultant 2

\$ -

Sub-Consultant 3

\$ -

Sub-Consultant 4

\$ -

Sub-Consultant 5

\$ -

Sub-Consultant 6

\$ -

Sub-Consultant 7

\$ -

Notes:

DBE Firm

Other Direct Expense:

Travel

\$ -

Equipment

\$ -

Materials

\$ -

Other

\$ -

Notes:

Billed this period

\$ 100.00

**Progress Report:**

In this space, provide a narrative of the work performed this period towards completing the deliverable(s) for this Task according to the contract scope of service. Do not use acronyms and explain any technical jargon. Make sure the narrative is viewable by resizing the cell if needed.

You must include one of the following in this space:

1. **Progress report narrative** - including sub-consultant work included on this invoice.
2. **See attached progress report** - add a separate document detailing the progress.
3. **No work this period** - there are no charges for the task as shown in the \$0 "Billed this period" line above.
4. **Task complete** - all work and billing on this Task is completed.

**Certificate of Disbursement of  
Previous Periodic Payment to Subcontractors**

Contract No. 26-01

Date \_\_\_\_\_

Contract Name CELLPHONE/LOCATION-BASED DATA COLLECTION

Period of Work Invoiced For: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

The Contractor for the above referenced contract, hereby certifies that all Subcontractors and vendors having interest in this contract have received their pro rata share of all previous periodic payments made to date by the BMPO for all work, materials and equipment furnished under the contract.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
(Signature of Authorized Representative)

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_ who is personally known to me or who has

produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

## Subcontractor's Certificate of Previous Payment

Note: The Prime Contractor shall attach this statement to current payment invoices, completed by each Subcontractor whose work appears on the previous payment invoice.

KNOW ALL MEN BY THESE PRESENTS, that (name) \_\_\_\_\_

representing \_\_\_\_\_, whose

address is \_\_\_\_\_, with the

title of \_\_\_\_\_, whom after being first duly sworn, upon oath

deposes and says that pursuant to the provisions of the contract for: CONTRACT

NO. 26-01

CONTRACT NAME: CELLPHONE/LOCATION-BASED DATA COLLECTION

that all monies due him/her, in accordance with the agreed upon payment schedule, have been

paid to him/her by \_\_\_\_\_, the Firm.

NOTARY STATEMENT

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_ who is personally known to me or who has

produced \_\_\_\_\_ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

**FINAL RELEASE ON CONTRACT AND AFFIDAVIT**

STATE OF FLORIDA                   )  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who after being duly sworn, deposes and says:

In accordance with the Contract Documents and in consideration of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) paid, <Contractor> releases and waives for itself and its  
Subcontractors, material-person, successors and assigns, all claims, demands, damages, costs and  
expenses, whether in contract or in tort, against the Broward Metropolitan Planning Organization  
("BMPO") existing under the laws of the State of Florida relating in any way to the performance  
of Agreement No. 26-01 between THE BMPO and <Contractor>.

(1) <Contractor> certifies for itself and its Subconsultants, material-person, successors  
and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for  
which the BMPO might be sued or for which a lien or a demand against any payment bond might  
be filed, have been fully satisfied and paid.

(2) <Contractor> agrees to indemnify, defend and save harmless the BMPO from all  
demands or suits, actions, claims of liens or other charges filed or asserted against the BMPO arising  
out of the performance by <Contractor> of the Work covered by this Final Release on Contract  
and Affidavit.

(3) This Final Release on Contract and Affidavit shall not be construed to represent,  
expressed or implied, any release on behalf of the BMPO of any of the contractual covenants and  
obligations of <Contractor>.

**<Contractor>:**

\_\_\_\_\_  
By: \_\_\_\_\_  
President

\_\_\_\_\_  
Date: \_\_\_\_\_  
Witnesses

[Corporate Seal]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation. This person is  
personally known to me or has produced a \_\_\_\_\_ (state) driver's license no. \_\_\_\_\_ as  
identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

# **ATTACHMENT “F”**

## **CONTRACTOR PERFORMANCE EVALUATION FORM**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## **Contractor Performance Evaluation**

The BMPO will periodically evaluate the Contractor's performance utilizing the Contractor Performance Evaluation Form in this Attachment. This evaluation will be done at an interval no less than once per year during the contract term. For contracts with a term less than one year, the evaluation may be performed intermittently as determined by the BMPO. The BMPO assigned evaluator will complete the Contractor Performance Evaluation Form and provide a copy to the Contractor for review and response. Written Contractor responses will be incorporated into the evaluations. In any instances where the performance is below satisfactory, the Contractor will have thirty (30) days to provide a written response to the BMPO.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## CONTRACTOR PERFORMANCE EVALUATION FORM

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ AWARD DATE: \_\_\_\_\_

EVALUATION NO. \_\_\_\_\_ DATE: \_\_\_\_\_ PERIOD COVERED: \_\_\_\_\_ TO \_\_\_\_\_

EVALUATED BY: \_\_\_\_\_

(Signature & Title)

	CONTRACTUAL	ACTUAL *
PRICE:		
COMPLETION DATE:		
TIME TO COMPLETE		

Ratings:

E = Excellent

G = Good

S = Satisfactory

U = Unsatisfactory

N/A = Not Applicable

\* = For Final Evaluation Only. Actual includes contractual plus all Amendments and Change orders.

## BROWARD METROPOLITAN PLANNING ORGANIZATION

### EVALUATION OF CONTRACTOR'S PERFORMANCE

EVALUATED ITEM	EVALUATION NO.			
	1	2	3	4
Quality of Contractor's Work				
Adherence to Contract Specs/Scope of Services				
Quality of Subcontractor's Work				
Quality of Project Manager/Supervisory Personnel				
Protection of BMPO Property				
Minimal Interference with BMPO Operations				
Timely Submission of Reports, Project Schedules and Deliverables				
Adherence to Project Schedule				
Compliance with Safety Standards				
Communication with BMPO Project Manager				
Attendance at Project Meetings				
Cooperation with Other Contractors				
Timely Notification of Possible Delays				

<b>*** OVERALL EVALUATION ***</b>				
-----------------------------------	--	--	--	--

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

**\*NOTE: PLEASE ATTACH BACKUP DOCUMENTATION FOR ALL EVALUATIONS RATED BELOW SATISFACTORY OR AS REQUESTED BY PROCUREMENT.**