

REQUEST FOR QUALIFICATIONS
TRANSPORTATION PLANNING SERVICES
RFQ #11-01



BROWARD METROPOLITAN PLANNING ORGANIZATION

Commissioner Richard Blattner, Chair

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

DATE ISSUED: June 6, 2011

CLOSING DATE: July 1, 2011 AT 5:00 PM

**Broward Metropolitan Planning Organization
Request for Qualifications No. 2011-01**

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

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

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

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

All Offers must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. An unbound one-sided original and five (5) bound copies (**a total of six [6]**), and two (2) CDs, of the complete Offer must be received by the deadline for receipt of Offers specified in the Solicitation Timetable. The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Offeror's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Closing Date & Time, to:

**PROCUREMENT OFFICE
BROWARD METROPOLITAN PLANNING ORGANIZATION
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 850
FORT LAUDERDALE, FL 33309**

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

Hand-carried Offers may be delivered to the above address only between the hours of 9:00AM and 4:30PM, Mondays through Fridays, excluding holidays observed by the BMPO. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

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

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

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

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

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

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

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

The term "Procurement Office" shall refer to the Procurement Division of BMPO.

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

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

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

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

1-2 AVAILABILITY OF REQUEST FOR QUALIFICATIONS

Copies of this Solicitation package may be obtained from the BMPO's Procurement Office at Trade Centre South, 100 West Cypress Creek Road, Suite 850 Fort Lauderdale, FL 33309. To request the Solicitation package through the United States Postal Service, mail your request with the following information: the Solicitation number and title, the name of the Offeror's contact person, the Offeror's name, and complete address to be mailed to, telephone number, and fax number.

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

1-3 QUESTIONS REGARDING SOLICITATION

Any questions, explanations, or other requests desired by Offeror(s) regarding the Solicitation must be requested in writing to the BMPO's Procurement Office (see below) in accordance with Section 1-18. Among other penalties, violation of these provisions by any particular Offeror shall render their Offer to be deemed non-responsive and any award to Offeror voidable.

The address and telephone numbers for the BMPO's Procurement Office is:

Procurement Office
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
(954) 876-0033
Fax: (954) 876-0062

1-4 CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Offeror to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. By the submission of an Offer to do the work, the Offeror certifies that a careful review of the RFQ documents has taken place, and that the Offeror is fully informed and understands the requirements of the RFQ documents and the quality and quantity of service to be performed. Pleas of ignorance by the Offeror of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the BMPO or the compensation to be paid to the Provider.

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

b) Additional Information/Amendment

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above. A request must be received by the Procurement Office no later than seven (7) working days prior to the Solicitation Closing Date & Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

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

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

c) Conflicts in this Solicitation.

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

1-5 PREPARATION AND SUBMISSION OF AN OFFER

a) Preparation/Submission.

1) The Offer Forms and affidavits set forth in this RFQ shall be used when submitting an Offer. Use of any other forms shall result in the rejection of the Offeror's Offer.

2) The Offer will either be typed or completed legibly in ink. The Offeror's authorized agent will sign the Offer Forms in ink, and all corrections made by the Offeror shall be initialed in ink by the authorized agent. The use of

pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Offer.

Upon request, the BMPO will provide a tax exemption certificate, if applicable.

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

3) Any telegraphic or facsimile Offer shall not be considered.

4) The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any materials or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon the basis of this Solicitation.

b) Vendor Registration is **not** required.

The BMPO may utilize DemandStar.com for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit an Offer. The BMPO does **not** require the Offeror to complete a registration application with the DemandStar.com to be recommended for the award of any Contract. Registration with DemandStar.Com is optional, at the sole discretion of the Offeror. Offerors may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling (800) 711-1712. Note: If you are already registered with DemandStar.com for Broward County, you do NOT need to register again.

c) 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.

d) Sworn Statement on Public Entity Crimes.

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

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

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

e) Anti-Kickback Affidavit/No Contingency Fee.

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

f) Non-Collusion Declaration.

All Offerors shall submit the duly signed form entitled “**NON-COLLUSION DECLARATION**”.

g) Antitrust Laws.

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

h) Conflicts of Interest.

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

1-6 MODIFICATION OR WITHDRAWAL OF AN OFFER

a) Modification of an Offer.

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

b) Withdrawal of an Offer.

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

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

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

1-8 SOLICITATION POSTPONEMENT OR CANCELLATION

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

1-9 COST OF OFFERS

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

1-10 ORAL PRESENTATIONS

The BMPO may require Offerors to perform an oral presentation in support of their Offers or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection

Committee or the Executive Board of the BMPO. If required, Offerors will be notified in writing prior to the date of such a presentation.

1-11 EXCEPTIONS TO THE SOLICITATION

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

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

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

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

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

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

1-13 EVALUATION OF OFFERS

- a) Rejection of Offer.
 - 1) The BMPO may reject any Offeror's Offer;
- or

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

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

b) Waiver of Informalities.

The BMPO reserves the right to waive any informalities or irregularities in this Solicitation.

c) Demonstration of Competency

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

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

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

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

1-14 NEGOTIATIONS

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

Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the BMPO, at its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluated responsive, responsible Offeror for each project. If the BMPO and said Offeror cannot negotiate a successful Contract, the BMPO may terminate said negotiations and begin negotiations with the next highest evaluated responsive, responsible Offeror. This process will continue until a Contract acceptable to the BMPO

has been executed or all Offers are rejected. No Offeror shall have any rights against the BMPO arising from such negotiations or termination thereof.

1-15 AWARD OF A CONTRACT

a) Contract.

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

b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or Specifications. The Successful Offeror shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the BMPO. Where the Successful Offeror is deemed "Non-Responsive" as a result of such failure to provide the required documents, the BMPO, may award any Contract for a specific project to the next highest evaluated responsive, responsible Offeror.

c) Independent Contractor.

The Successful Offeror shall be a contractor operating independently from the BMPO. All employees and contractors to the Successful Offeror shall be considered to be, at all times, the sole employees or contractors of the Successful Offeror under its sole discretion and not an employee, Contractor, or agent of the BMPO. Nor shall employees and contractors to the Successful Offeror enjoy any privity of contract with the BMPO. Neither the Successful Offeror nor any of its employees shall receive any BMPO benefits available to employees of the BMPO. The Successful Offeror shall supply competent and physically capable employees and contractors. The BMPO may require the Successful Offeror to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the BMPO.

d) Contract Extension.

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

e) Limited Contract Extension

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

f) Warranty

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

g) Estimated Quantities.

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

h) Non-Exclusive Contract.

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

1-16 RIGHT OF APPEAL

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

After a notice of intent to award a contract is posted, any actual bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Procurement Office. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Procurement Officer.

The Protest shall be accompanied by a required deposit from a protester to compensate the Broward MPO for the expenses of administering the protest. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one (1) percent of the amount of the pending award or five thousand dollars (\$5,000). If the

protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the Broward MPO.

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

1-17 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the BMPO for purchase of supplies, materials, or services, including professional services, shall require that the Offeror submits with its Offer a listing of all first-tier subcontractors or subconsultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the Successful Offeror. In addition, the Successful Offeror shall not change or substitute subcontractors, subconsultants, or suppliers from those listed in the Offer except upon written approval of the BMPO. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the Executive Director, subject to his approval.

Subcontractors that are not pre-qualified by the FDOT may be subject to compensation restrictions as specified in Rule 14-75, F.A.C.

Preference points shall be given in the offer evaluation for certified Disadvantaged Business Enterprise consultants and non-DBE consultants who propose certified DBE sub-consultants. (See Section 1-27 for DBE Program information).

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

1-18 INTERPRETATIONS AND INQUIRIES

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

Any questions concerning the intent, meaning and interpretation of the RFQ documents shall be requested in writing, and received by the BMPO no later than 5:00 PM, local time, on June 24, 2011 (7 days prior to the Solicitation Closing Date & Time). Written inquiries shall be addressed to:

Roger Del Rio, Project Coordinator
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
delrior@browardmpo.org
Fax: (954) 876-0062

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

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

1-19 VERBAL AGREEMENTS

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

1-20 ASSIGNMENT; NON-TRANSFERABILITY OF OFFER

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

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

1-21 LEGAL REQUIREMENTS

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

1-22 FAMILIARITY WITH LAWS AND ORDINANCES

The submission of an Offer on the services requested herein shall be considered as a representation that the Offeror is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the

provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Offeror discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, the Offeror shall report it to the BMPO in writing without delay.

1-23 ADVERTISING

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

1-24 APPLICABLE LAW AND VENUE

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

1-25 BMPO'S EXCLUSIVE RIGHTS

The BMPO reserves the exclusive rights to:

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

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

1-26 AMENDMENTS

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

each prospective Offeror to verify that he/she has received all amendments issued before depositing the Offer with the BMPO.

1-27 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

By submitting a response to this RFQ, Offeror certifies that it does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, as amended 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 in the performance of the Services requested herein. Offeror shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts, and certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation for the Services required herein under any MPO program or activity. Failure of Provider to comply with this provision may result in the immediate termination of the Agreement by the BMPO or such other remedy as the BMPO deems appropriate.

The BMPO, as a recipient of federal funds, adopted FDOT's Disadvantaged Business Enterprise ("DBE") Program and goal. The current FDOT DBE Program goal is 8.1% participation by DBE contractors. Accordingly, preference points shall be given in the offer evaluation for certified DBE consultants and non-DBE consultants who propose certified DBE sub-consultants. Successful Offeror(s) shall agree to assist the BMPO in the completion of any documents required to be submitted to FDOT for compliance with the DBE program, including, but not limited to, the Anticipated DBE Participation Statement and the FDOT Bid Opportunity List (Section 17).

1-28 FEDERAL DEBARMENT

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

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1. SCOPE OF SERVICES

2-1-1 General

The BMPO requires the services of one or more Consultants to provide production support to the BMPO for the transportation planning activities set forth in the Unified Planning Work Program (UPWP). In accordance with Florida State Statute 287.055, known as the "Consultants' Competitive Negotiation Act", the purpose of this Solicitation is to establish continuing contracts with a library of qualified consultants to be used to purchase the Services as specified herein in a prompt and efficient manner. The BMPO anticipates that the continuing contracts resulting from this Solicitation will be valid for a period of 5 years from the date that the contracts have been approved by the Board of the BMPO. The BMPO's goal is to rotate specific projects among the firms with continuing contracts. However, the BMPO makes no guarantee that Successful Offerors awarded continuing contracts will receive Work under the continuing contract.

The BMPO is herein requesting Qualifications from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Offeror", to provide the Services described herein for the BMPO. The BMPO shall negotiate for the Services, and may require public presentations for such, from no fewer than three (3) of the qualified firms. The firms with which the BMPO negotiates shall continually be rotated.

The work involves providing assistance to the BMPO staff on a work assignment basis in a variety of administrative, technical, graphical, public involvement and product review activities. The Consultant(s) shall assist the MPO staff by providing additional resources to accomplish assignments authorized by the MPO. This Scope of Services outlines tasks that may be assigned to Consultant(s) under one or more general planning Consultant contracts and/or work authorizations. The BMPO receives grant funding from the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) and the State of Florida Commission for the Transportation Disadvantaged (CTD). The MAJOR Type(s) of Work to be performed include, but are not limited to, implementation of the following activities ("Services"):

MAJOR TYPE(S) OF Transportation Planning Activities Identified in the UPWP:

Section 1.0 Administration

- 1.1 Administration and Planning Management
- 1.2 Support for the Transportation Disadvantaged
- 1.3 Transportation Disadvantage Planning Options
- 1.4 Public Participation and Education

Section 2.0 Data Collection and Analysis

2.1 Highway, Traffic and Safety Data

2.2 Transit Surveillance and Development

Section 3.0 Program and Plan Development

3.1 Long Range Transportation Planning

3.2 Regional Transportation Planning

3.3 Livability Planning

3.4 Transportation Improvement Program

3.5 Congestion Management Process and Corridor Planning

3.6 Freight and Goods Management / Intermodal Planning

3.7 Airport Planning

3.8 Seaport Planning

3.9 Mobility Options and Transportation Enhancements

2-1-2 Administration

Section 1.0 Administration

Administration and Planning Management (UPWP Task 1.1):

Consultant will assist the MPO with the identification and evaluation of existing and potential transportation funding sources to ensure availability of funds necessary for the development and implementation of both long and short-range transportation programs. Additional tasks may include, but are not limited to: analysis of legislative proposals; periodic reports to the MPO; and communications with state and federal legislators and regulatory officials. Additionally, the MPO may need management consultants to assist the MPO in accounting and payroll services, and procurement. Additional services may include Human Resource administration to assist in benefits administration relating to health insurance, life insurance, deferred compensation and recruitment, including temporary personnel services; risk management relating to general liability, worker's compensation, auto, and insurance; and information technology services including website maintenance and design, computer and network maintenance, systems design, computer and program design and maintenance, SharePoint maintenance; and transcription services.

Support for the Transportation Coordinating Board (UPWP Task 1.2) and Transportation Disadvantaged(TD) Planning Options (UPWP Task 1.3):

Consultant tasks may include evaluating services to the transportation disadvantaged population to ensure adequacy of service and compliance with applicable federal and state rules. Tasks may include conducting the annual Community Transportation Coordinator evaluation, update of the TD Program Service Plan and Tri-County Access Plan, evaluating and implementing, where feasible, strategies to provide more cost-effective transportation services to the TD Program customers, including Medicaid consumers.

Public Participation (UPWP Task 1.4):

Consultant tasks may include assisting the MPO with public outreach activities. Work may include surveys in a variety of formats, evaluation of public participation, innovative uses of Broward MPO website, application of social media, engagement of

environmental justice populations, public meetings/workshops, media relations, effective use of games and competitions, use of printed, audio and visual media, organization and facilitation of public workshops and meetings, translation and interpretation services, printing and mailing services, identification of potential stakeholders, production of professional quality graphics, displays, publications and PowerPoint presentations, and implementation of surveys and analysis of results. Consultant(s) may be asked to develop measures of effectiveness to demonstrate how the public involvement and outreach is addressing Title VI requirements.

2-1-3 Data Collection and Analysis

Section 2.0 Data Collection and Analysis:

Highway, Traffic and Safety Data (UPWP Task 2.1):

Consultant tasks may include traffic count data, functional classifications map, roadway level of service analysis, inventory of roadway centerline miles and lane miles, prepare and update intersection ranking reports, prepare roadway level of service analysis, and prepare average daily traffic count reports and maps.

Transit Surveillance and Development (UPWP Task 2.2):

Consultant tasks may include performance measures and standards for transit usage, transit facilities and passenger amenities, guidelines for transit facilities plans, transfer points (mobility hubs) designs and multimodal facilities, assistance in the development of transit development plans and continuity of operations plans, and analyze ridership data to execute projects that increase transportation choice.

2-1-4 Program and Plan Development

Section 3.0 Program and Plan Development

Long Range Transportation Planning (UPWP Task 3.1):

Consultant tasks may include preparation of geographic information systems layers, update socioeconomic data related to land use, incorporate 2010 census data, national highway traffic safety survey results, identify/update vacant land inventory, and updating boundaries for traffic analysis zones with 2010 census data.

Regional Transportation Planning (UPWP Task 3.2):

Consultant tasks may include data collection, transportation system monitoring and transportation database management activities needed to support the MPO Program. Consultant resources may be used to assist the MPO in all aspects of its system monitoring activities including its ongoing efforts to refine socioeconomic data such as future employment, school enrollment, and seasonal population data. Consultant tasks may also include data collection to assess the performance and operations of the transportation facilities and services, accident data, vehicle occupancy data, trail usage surveys, and other related activities.

Livability Planning (UPWP Task 3.3):

Consultant tasks may include preparation of Congestion Management/Livability Planning projects to refine elements of the Long Range Transportation Plan, implement

short-term multimodal congestion management and mobility enhancement projects, and develop short-, mid-, and long-range recommendations to update the LRTP.

Transportation Improvement Program (UPWP Task 3.4):

Consultant tasks may include updating and maintaining the transportation improvement program (TIP), receiving input from local governments on the TIP, automating the TIP, interpreting the TIP into GIS layers, advertising the obligation list in the local paper and other venues, determine if local government plans are consistent with the TIP, and develop a unfunded prioritization list for future funding opportunities.

Congestion management Process and Corridor Planning (UPWP Task 3.5):

Consultant tasks may include assistance in updating and implementation of the federal and state mandated CMP including the development of corridor plans for congested roadways/sub-areas, State of the System Report updates; review, evaluation, and refinement of performance measures; continuing monitoring and evaluation of the effectiveness of implemented strategies; assistance with the Regional CMP activities (and integration of congestion and concurrency management strategies through provision of technical support to local governments.)

Freight and goods management/intermodal planning (UPWP Task 3.6, 3.7 and 3.8):

Consultant tasks may include coordinating Airport, Seaport and Freight movement, including the implementation of transportation improvement projects.

Mobility Options and Transportation Enhancements (UPWP Task 3.5):

Consultant tasks may include the promotion of bicycle awareness and traffic safety, developing design standards for bicycle and pedestrian improvement, including complete streets policies and guidelines, implementing a bicycle parking program, analyzing bicycle and pedestrian crashes countywide, maintain an on-line bicycle route planner, marketing campaigns for pedestrian and bicycle safety.

2-2 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the determination of qualified firms shall be as follows:

Milestone	Date
RFQ advertised	June 6, 2011
Solicitation Closing Date & Time	July 1, 2011 By 5:00 PM

The above schedule is approximate and may be altered at any time, as best meets the needs of the BMPO.

2-3 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

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

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

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

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

The Successful Offeror(s) shall submit fully documented invoices within thirty (30) calendar days after the services have been rendered. These invoices shall be submitted to the Broward Metropolitan Planning Organization, ATTN: Accounts Payable, Trade Centre South 100 West Cypress Creek Road, Suite 850 Fort Lauderdale, FL 33309. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, the dates or period that the Service(s) were provided in the prior thirty (30) days.

2-6 CONTENTS OF OFFER

The Offer shall be submitted in the format set forth in Section 3-5.4, and shall include the Qualifications Offer (detailed below) within Chapter 2 of the response after the Qualifications Offer Cover Sheet. The Offer shall include all of the required documents in accordance with Section 3-5 and Section 3-8.

1) The Qualifications Offer.

- i) Cover page.

The form entitled **QUALIFICATIONS OFFER COVER SHEET** is to be used as the cover page for the Qualifications Offer. This form must be fully completed and signed by an authorized officer of the Offeror submitting the Offer.

- ii) Table of contents.

The table of contents should outline in sequential order the major areas of the Offer. All pages of the Offer, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

- iii) Executive summary.

Provide a brief summary describing the Offeror's ability to perform Work requested in this Solicitation, a history of the Proposer's background and experience providing services, the qualifications of the Proposer's personnel to be assigned to these project, the subcontractors, subconsultants, and/or suppliers and a history of their background and experience, a list of all projects in the last two (2) years and the timeliness in which they were completed, and any other information called for by this Solicitation which the Offeror deems relevant, including restating any exceptions to this Solicitation. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Offeror, staff, subcontractors, subconsultants, and/or suppliers.

iv) Technical information.

Describe the Offeror's approach to organization management and the responsibilities of Offeror's management and staff personnel that will perform work on the Contract; describe method employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all work.

2) Contents of Offeror Qualification Form.

Offerors shall provide documentation that demonstrates their ability to satisfy all of the minimum qualifications requirements. Offerors who do not meet the minimum qualification requirements or who fail to provide supporting documentation and/or affidavits as specified herein will be deemed non-responsive. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Offerors must use said format and supply said documentation to be considered responsive.

Each Offeror shall complete and submit the Offeror Qualification Form (Section 6). The Offeror Qualification Form shall include the information requested therein and shall address each item on a point-by-point basis. To the extent that an organization is comprised of one or more persons or business entities, information relative to each member of such "team" shall be provided.

In addition to the information requested in the Offeror Qualification Form, Offeror shall provide the following information to supplement the Offeror Qualification Form within Chapter 6 of the Offer:

A) Any business owner who has previously operated a business under another name must include a description of the previous business. Failure to include such information will be deemed as intentional misrepresentation by the BMPO, and will render the Offeror's Offer non-responsive.

B) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Offeror is either performing or has completed within the last ten (10) years. Describe the Offeror's qualifications and experience in the management of comparable projects in size and scope. The specific role of the Offeror in any project, which

is referred to with regard to the Offeror's experience, shall be described in detail. The description should identify for each project:

- i) The client name, address, telephone number and the name of the contact person;
 - ii) A description of the required Work;
 - iii) The contract period and duration;
 - iv) A statement or notation as to whether the Offeror was a prime contractor or subcontractor, subconsultant, or supplier; and
 - v) The result of the project.
- C) List any and all contracts the Offeror has performed for the BMPO.
- D) Describe any other experiences related to the Work or Services described in the section entitled Scope of Services.

3) Financial Stability.

Each Offeror shall provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Offeror, and disclosing information as to Offeror's involvement in any current bankruptcy proceedings.

4) Litigation History.

Each Offeror shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its employees, subcontractors or subconsultants is or has been involved within the last three (3) years. The statement shall be included within Chapter 9 of the Offer.

5) Statement of Organization.

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

- A) Provide an organizational chart showing all individuals, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Offeror's employees and those of the subcontractors or subconsultants.
- B) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and

subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.

C) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants. All key personnel includes (but is not limited to) all partners, managers, seniors and other professional or technical staff that will perform work on the Contract.

6) Affidavits and Acknowledgements.

Offeror shall complete and submit all affidavits, forms, certifications and acknowledgments set forth in this RFQ (Sections 4-Section 16) and provide such documents as part of Offeror's Offer in the format set forth in Section 3-5.4.

2-7 EVALUATION CRITERIA

Following the closing of the Solicitation, the Offers will be evaluated by an Evaluation and Selection Committee ("Committee") appointed by the BMPO. The Committee may comprise of any combination of the following types of individuals: BMPO and transit partner personnel and representatives (Consultants, MPO staff, etc.) selected by the BMPO, with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced.

The Offer scores are based on a point total and not a percentage factor.

a) Qualifications Offer Evaluation.

The Committee will evaluate and rank responsive Offers based on the Qualifications criteria listed below:

Criteria

Scoring Value

- 1) Qualifications, reputation, professional background and experience of firm's staff members who would be directly assigned to the team.
- 2) Experience with UPWP's and the categories noted under 2.1. that the Offeror is interested in.
- 3) Ability of Offeror to supply all of the major disciplines necessary to support the requested Services.
- 4) Understanding of county, regional, transportation and policy issues.
- 5) Experience with Florida Statutes, regulatory agencies (including FDOT, FHWA and FTA), permitting requirements and BMPO Rules.
- 6) Experience with other government clients.
- 7) Experience in the coordination of civic input and innovative methods of engaging the public and providing transportation services.
- 8) Experience of project team working together; joint venture partners and sub consultants.
- 9) Quality assessment and quality control mechanisms.
- 10) Certified DBE consultants and non-DBE consultants who propose use of certified DBE sub-consultants.
- 11) A local base of operations or capability of branch or local office to perform the work independently or receive adequate and timely support from a non-local base (if applicable).

2-8 INDEMNIFICATION OF THE BMPO BY THE SUCCESSFUL OFFEROR

The Successful Offeror shall indemnify, and hold harmless the BMPO, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Offeror and other

persons employed or utilized by the Successful Offeror in the performance of the services under the Contract.

2-9 PROFESSIONAL LIABILITY INSURANCE

a) The Successful Offeror shall furnish to the BMPO certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below.

1) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to this coverage.

2) Professional Liability Insurance (Errors and Omissions) with limits not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate.

3) Automobile Liability Insurance covering all owned, non owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the BMPO.

4) Workers' Compensation Insurance for all employees of the Offeror as required by Florida Statutes Chapter 440, and Employer's Liability limits of not less that \$500,000 per accident.

b) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Successful Offeror.

c) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1) The company must be rated no less than "B" as a management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the BMPO; or

2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved To Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

d) Certificates will indicate no cancellation, modification, or change in insurance shall be made without sixty (60) days written advance notice to the certificate holder.

e) Compliance with the foregoing requirements shall not relieve the Successful Offeror of his liability and obligation under this section or under any other section if this section or under any other section of the Contract.

f) Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within five (5) business days after the executing of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful Offeror shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the Successful Offeror fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, the Successful Offeror shall be in default of the terms and conditions and the Contract shall be deemed terminated immediately. Under these circumstances, the Successful Offeror may be prohibited from submitting future proposals to the BMPO for a period of twelve (12) months.

g) The Successful Offeror shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful Offeror shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the BMPO shall suspend the Contract until such time as the new or renewed certificates are received by the BMPO in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the BMPO may at its sole discretion, terminate the Contract and seek re-procurement charges from the Successful Offeror.

h) If, in the judgment of the BMPO, prevailing conditions warrant the provision by Successful Offeror of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by Successful Offeror of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful Offeror fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO's written notice, the Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

2-10 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Offeror understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc.. The BMPO and Successful Offeror agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-11 CONTACT PERSON

For any additional information regarding the specifications and requirements of this Solicitation, contact Roger Del Rio at (954) 876-0033.

2-12 TAXPAYER IDENTIFICATION NUMBER

The Successful Offeror(s) shall provide the BMPO with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

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SECTION 3 QUALIFICATIONS PROCESS

3-1 INTRODUCTION

The BMPO is under no obligation to retain the services of a consultant for any or all projects described herein. Furthermore, the BMPO reserves the right to modify, alter, or change the scope of projects indicated.

3-2 EVALUATION PROCEDURES

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

An Evaluation and Selection Committee (“Committee”) shall be formed to review and evaluate all Offers and qualifications submitted. The Committee shall examine the documentation submitted in the Offer to determine the responsiveness of each Offeror. Failure to provide the required information will disqualify any such Offer as non-responsive and such Offer will not be considered. The Committee will disqualify any Offerors that make exaggerated or false statements or fail to meet any of the mandatory requirements.

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

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

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

- a) Qualifications, reputation, and experience of the firm and the personnel that will be directly involved in all elements of the work.
- b) Capability to perform all desired elements of the project.
- c) Experience with projects that are similar to the scope of this project and quality of, and performance on, previous projects.

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

Following discussions and/ or presentations by each short listed firm, the Committee may make any adjustments to their scoring as they deem appropriate. The Committee shall select and rank, in order of preference, the short listed firms deemed to be the most highly qualified to perform the required services. The Committee shall then vote on the final ranking of short listed firms and provide such recommendation to the BMPO Executive Director and/or BMPO Board for approval. Successful Offerors shall execute a contract with the BMPO, and may be included in the BMPO library of service providers, subject to approval by the Executive Director and/or the BMPO Board.

3-3 PURPOSE

The purpose of these projects is varied and encompasses categories grouped under 2-1 herein.

3-4 CONSULTANT REQUIREMENTS

Offeror shall possess all licenses, business tax receipts and/or permits required to provide the Services requested herein. For additional requirements, refer to the Evaluation Criteria set forth in Section 2-7.

3-5 PREPARATION OF OFFERS

3-5.1 Number Of Responses

An unbound one-sided original and five (5) bound copies (**a total of six [6]**), and two (2) CDs, of the complete Offer must be received by the deadline for receipt of Offers specified in the Solicitation Timetable. The original document package must not be bound, although, the document package copies should be individually bound. The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Offeror's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Closing Date & Time. Each copy should contain all mandatory and optional information submitted by the Offeror. Additional copies may be requested by the BMPO at its discretion.

3-5.2 Response Packaging

Each offer shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Offer". The outside of the sealed package shall clearly indicate RFQ No. 2011-01, "Transportation Planning Services", Offeror's name, address and the name and telephone number of the Offeror's specific contact person. **The Offer shall contain five complete copies and one (1) original, and two complete copies on CD, and is required to be submitted to the BMPO by the date and time indicated herein. Each copy shall contain all required information in order to be considered responsive.**

3-5.3 Signatures

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

Offers by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Responses by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

3-5.4 Offer Format

The Offer shall be typewritten on 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters according to Table 3.5.4. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Offers shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material, a response such as "no response is required" or "not applicable" is acceptable.

Table
3-5.4 – Proposal Format

Proposal

Chapter 1	Letter of Intent
Chapter 2	Qualifications Offer Cover Sheet
Chapter 3	Offeror's Statement of Organization
Chapter 4	Personnel
Chapter 5	Offeror's Disclosure of Subcontractors
Chapter 6	Offeror Qualification Form
Chapter 7	Financial Stability
Chapter 8	Financial Statement
Chapter 9	Litigation History
Chapter 10	Insurance Requirement
Chapter 11	Criminal Convictions
Chapter 12	Offeror's Non-Collusion Certification
Chapter 13	Independence Affidavit
Chapter 14	Drug-free Workplace Affidavit
Chapter 15	Amendment Acknowledgement Form
Chapter 16	Anti-Kickback Affidavit
Chapter 17	Non-discrimination Affidavit
Chapter 18	Accuracy of Proposal Certification
Chapter 19	DBE Participation Statement and FDOT Bid Opportunity List

3-6. SUBMITTAL, RECEIPT AND OPENING OF OFFERS

All Offers shall be submitted on or before **5:00 PM**, local time, on **July 1, 2011** to:

Roger Del Rio
Project Coordinator
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

All Offerors are reminded that it is the sole responsibility of the Offeror to ensure that their Response is time stamped in the office of the Broward Metropolitan Planning Organization prior to **5:00 PM**, local time, on **July 1, 2011**. Failure of an Offeror to submit their Offer and ensure that their Offer is time stamped prior to the time stated above shall render an Offeror to be deemed non-responsive and the Offer shall not be considered for award.

Responses submitted and time stamped on or before **5:00 PM**, local time, on **July 1, 2011** shall be opened publicly in accordance with this RFQ.

3-7 EVALUATION AND SELECTION COMMITTEE

Offers submitted will be evaluated by an Evaluation and Selection Committee consisting of staff from the MPO and transportation partners, who will review submissions and provide a recommendation to the Executive Director and BMPO Board.

3-8 SEALED OFFERS

The Sealed Offer will be publicly opened at Trade Centre South 100 West Cypress Creek Road, Suite 850, Fort Lauderdale, FL 33309, at **9:00 AM, local time, July 5, 2011**. The Committee shall examine the documentation submitted in the Offer at a time thereafter to determine the responsiveness and responsibility of each Offeror. Offerors shall provide the following information in the Response:

3-8.1 Letter of Intent

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

3-8.2 Offeror's Statement of Organization

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

3-8.3 Personnel

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

3-8.4 Experience

Offeror shall have successful experience in providing Transportation Planning Services to other local governmental entities. A summary of all of the most recently awarded and serviced comparable jobs, for the past five (5) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contact/reference person with phone number. Offerors shall provide references for all jobs summarized using the form provided in Section 6.

3-8.5 Financial Stability

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

3-8.6 Financial Statement

Offerors shall include a copy of their latest audited financial statements. If the Offeror is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Offeror does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

3-8.7 Litigation History

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

3-8.8 Insurance Requirement

Offeror shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFQ.

3-8.9 Criminal Convictions

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

3-8.10 Offeror's Non-Collusion Certification

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

3-8.11 Drug-Free Workplace

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

3-8.12 Amendments.

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

3-8.13 Independence Affidavit

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

3-8.14 Accuracy of Proposal Certification

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

3-9 ESTIMATED SCHEDULE

The BMPO anticipates that RFQ activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the BMPO.

Request for Qualifications Legal Advertisement	June 6, 2011
RFQ Release	June 9, 2011
Last Date for Submittal of Written Questions Prior to Response Due Date	June 24, 2011
Responses Due	July 1, 2011
Evaluation and Selection Committee Determination of Qualifications and Ranking of Short Listed Firms	July 11-14, 2011
Executive Director Approval of Rankings and Request(s) for Fee proposals	July 15, 2011
Negotiations with Qualified and Highest Ranked Firms	July 18-22, 2011
BMPO Board Consideration of Award of Agreement	September 8, 2011
Conclude Negotiations and Contractor Execution of Agreement	September 23, 2011

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**SECTION 4
QUALIFICATION'S OFFER COVER SHEET**

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

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

**SECTION 5
AMENDMENT ACKNOWLEDGEMENT FORM**

Amendment #

Date Received

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

OFFEROR:

(Company Name)

(Signature)

(Printed Name & Title)

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

SECTION 6 OFFEROR QUALIFICATION FORM

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

(1) How many years has your organization been in business under your present business name?

_____ years

(2) State of Florida Business Tax Receipt type and number:

(3) County (state county) Business Tax Receipt type and number type and number:

(4) City Business Tax Receipt type and number: _____
(state city)

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

(5) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

_____ yes _____ no

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

(6) Please list five Government contract references for similar work in each category in which services are offered:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

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

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

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

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

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

SECTION 8 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

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

**SECTION 8
DRUG-FREE WORKPLACE AFFIDAVIT (CONT.)**

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

[THIS SPACE INTENTIONALLY LEFT BLANK]

**SECTION 9
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA }
 } SS:
COUNTY OF BROWARD }

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

By: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20_____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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

ACKNOWLEDGMENT

State of _____)

) SS.

County of _____)

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

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

My Commission Expires:

Notary Public State of Florida at Large

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

**SECTION 11
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the Broward Metropolitan Planning Organization. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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

SECTION 12 INDEPENDENCE AFFIDAVIT

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

1. He/She is _____ of _____, the OFFEROR that has submitted the attached Offer;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that OFFEROR may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years.

b. Additionally, the OFFEROR agrees and understands that OFFEROR shall give the BMPO written notice of any other relationships professional, financial or otherwise that OFFEROR enters into with the BMPO its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 13
ACCURACY OF OFFER CERTIFICATION

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

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

1. He/She is _____ of _____, the OFFEROR that has submitted the attached Offer;
2. He/She is fully informed respecting the preparation and contents of the attached Offer and of all Forms, Affidavits and documents submitted in support of such Offer;
3. All Forms, Affidavits and documents submitted in support of this 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]

**SECTION 13
ACCURACY OF OFFER 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 OF BROWARD)

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

Personally known to me _____ OR

Has produced Identification _____, type of identification produced

NOTARY PUBLIC

My Commission Expires:

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

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

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

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

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

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

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

1. _____

2. _____

3. _____

4. _____

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

1. _____

2. _____

3. _____

4. _____

8. County or Municipal Business Tax Receipt No.

(Attach Copy)

Social Security or Federal ID No.

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

10. Have you ever failed to complete any work awarded to you? Yes _____ No _____

If so, note when, where and why:

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

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

12. Within the last five years, have you ever had a performance, payment or bid bond called?

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

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the BMPO?

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

14. Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?

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

15. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in this request for proposals.

Signature

Title

Name

Date

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

SECTION 15 PERSONNEL

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

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

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

**SECTION 16
SAMPLE CONTRACT**

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

**FOR
TRANSPORTATION PLANNING SERVICES
RFQ NO. 2011-01**

This Agreement is made and entered into the _____ day of _____, 2011, by and between the Broward Metropolitan Planning Organization, ("BMPO"), and _____ ("CONTRACTOR") for Transportation Planning Services ("Agreement"). References in this Agreement to "Executive Director" shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the BMPO, pursuant to Section 287.055, Florida Statutes, solicited offers from firms to perform Transportation Planning Services; and

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

WHEREAS, the Board of the BMPO has selected the CONTRACTOR upon the recommendation of the Evaluation and Selection Committee to perform Transportation Planning Services; and

WHEREAS, on _____, the Board of the BMPO ratified the ranking of Offers for Transportation and Planning Services and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR, _____; and

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

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

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR must meet the requirements and perform the services identified in the Request for Qualifications for Transportation Planning Services dated _____, (“RFQ”), attached hereto and made a part hereof, as Exhibit “A”, and the CONTRACTOR’S Offer, attached hereto and made a part hereof, as Exhibit “B”.
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFQ and this Agreement in any of CONTRACTOR’S services pursuant to this Agreement.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a five (5) year period.
- 2.2 After the initial five (5) year term, the BMPO shall have the option to renew for an additional term of five (5) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the 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 The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the rates and schedules as set forth in Exhibit “C”, attached hereto and made a part hereof, 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.

3.3 BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

3.4 Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.

3.5 Payment shall be made to CONTRACTOR at:

3.6 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.

3.7 If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "C".

SECTION 4. TERMINATION

This Agreement may be terminated for cause by action of the BMPO Board if the CONTRACTOR is in breach and has not corrected the breach within sixty (60) 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.

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.

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 breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

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.

In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by BMPO.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFQ (Exhibit "A").

SECTION 7. MISCELLANEOUS

7.1 Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

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

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with the RFQ for CONTRACTOR services.

7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply with the provisions set forth in attached Appendix "A", including Contractor's responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.

7.4 Public Entity Crime Act. CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

- 7.5 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

BMPO:

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309

With a copy to:
Alan L. Gabriel, Esq.
BMPO Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

CONTRACTOR:

7.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the BMPO, which shall be in BMPO's sole and absolute discretion. A list of all such subcontractors shall be included in the Offer. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the BMPO, subject to BMPO's approval.

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

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

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

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

or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 Materiality and Waiver of Breach.** BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and

obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.

- 7.21 Multiple Originals.** This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN THE BMPO AND _____
FOR TRANSPORTATION PLANNING 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 Executive Director, attested to and duly authorized to execute same by the BMPO Board of Directors, and by the CONTRACTOR, signing by and through its _____, attested to and duly authorized to execute same.

BMPO

ATTEST:

By: _____
Gregory Stuart, Executive Director

This ____ day of _____, 2011.

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

BMPO Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

CONTRACTOR

WITNESSES:

By: _____

Print Name: _____

This ____ day of _____, 2011.

Print Name: _____

**AGREEMENT BETWEEN THE BMPO AND _____
FOR TRANSPORTATION PLANNING SERVICES**

**APPENDIX A
NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, 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 Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 17
DBE PARTICIPATION STATEMENT
AND BID OPPORTUNITY LIST**

**FAILURE TO COMPLETE, SIGN AND RETURN THE DBE PARTICIPATION
STATEMENT AND BID OPPORTUNITY LIST
MAY DEEM YOUR OFFER NON-RESPONSIVE**

DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant (is ___) (is not ___) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____%

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

Please complete and mail or fax to:
Equal Opportunity Office
605 Suwannee St., MS 65
Tallahassee, FL 32399-0450
TELEPHONE: (850) 414-4747
FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: _____

Address/Telephone Number: _____

Bid/Proposal Number: _____

Quote Submitted MM/YR: _____

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted 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 DOT assisted project. Prime contractors and consultants must provide information for Nos. 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: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

-
1. Federal Tax ID Number: _____
 2. Firm Name: _____
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 Non-DBE
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 Between \$1 - \$5 million
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-

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

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 More than \$15 million
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
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275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

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