

REQUEST FOR PROPOSALS (RFP)

FOR

2045 LONG RANGE TRANSPORTATION PLAN

RFP No. 17-06



Commissioner Richard Blattner, Chair

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309-2181

DATE ISSUED: May 19, 2017

CLOSING DATE and TIME: June 13, 2017 @ 3:00 P.M. EST

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

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

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

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

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

The original document package must not be bound, although, the document package copies should be individually bound. Submit one (1) unbound one-sided original and three (3) bound copies (a total of four [4] hard copies), and two (2) CD's, each containing an electronic version of the complete Proposal, which must be received by the deadline for receipt of Proposals as specified in Section 2-2, the Solicitation Timetable.

The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Proposer's name, return address, telephone number, the Solicitation number, the Solicitation Closing Date & Time and the Title of the Solicitation, to:

**LYDIA WARING, PROCUREMENT OFFICER
BROWARD METROPOLITAN PLANNING ORGANIZATION
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD
SIX FLOOR, SUITE 650
FORT LAUDERDALE, FL 33309-2181
TELEPHONE: 954-876-0049**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE PROCUREMENT OFFICER ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. 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 PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THIS REQUEST FOR PROPOSALS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address only between the hours of 8:00 AM and 5:00 PM, Mondays through Fridays, excluding holidays observed by the BMPO. Proposers 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 Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by an Proposer will be considered by the BMPO as constituting a Proposal by the Proposer to perform the required services, and/or provide the required goods, pursuant to the terms stated in the Proposal and this Request For Proposals.

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SECTION 1: GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

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

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

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

The term "Proposal" shall refer to any Proposal(s) submitted in response to this Request for Proposals.

The term "Proposer" shall refer to anyone submitting a Proposal in response to this Request for Proposals.

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

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

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

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer 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 Proposer.

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 Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2 AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be obtained from the BMPO's Procurement Office located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309-2181. 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 Proposer's contact person, the Proposer's name, and complete mailing address, telephone number, and fax number. A minimum cost of fifteen cents (15¢) per page shall apply to requests for hard copies of this RFP.

Proposers 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 Proposers are solely responsible for those risks.

1-3 QUESTIONS AND INTERPRETATIONS REGARDING SOLICITATION

Any questions, explanations, requests for additional information, clarification, interpretation, or other requests desired by Proposer(s) regarding the Solicitation must be made in writing to the BMPO's Procurement Officer (see below). **To be considered, all requests must be received by the Procurement Officer no later than seven (7) working days prior to the Sealed Proposal Due Date and Time (see Section 2-2, Solicitation Timetable).** Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

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

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

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

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the RFP documents and is fully aware of all conditions affecting the provision of Services.

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

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

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

Lydia Waring, Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road
Six Floor, Suite 650
Fort Lauderdale, FL 33309-2181
(954) 876-0049
WaringL@BrowardMPO.org

1-4 CONTENTS OF SOLICITATION

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

b) Conflicts in this Solicitation.

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

1-5 PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

- 1) The Proposal Forms and affidavits set forth in this RFP shall be used when submitting a Proposal. Use of any other forms shall result in the rejection of the Proposer's Proposal. All forms submitted shall be completed and signed only by the Proposer.
- 2) The Proposal will either be typed or completed legibly in ink. The Proposer's authorized agent will sign the Proposal Forms in ink, and all corrections made by the Proposer 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 Proposal.

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

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

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

b) Criminal Conviction Disclosure.

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

c) Sworn Statement on Public Entity Crimes.

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

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

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

d) Anti-Kickback Affidavit/No Contingency Fee.

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

e) Non-Collusion Declaration.

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

f) Antitrust Laws.

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

g) Conflicts of Interest.

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

1-6 MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal.

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

b) Withdrawal of a Proposal.

A Proposal may be withdrawn only by written communication delivered to the Procurement Office prior to the Solicitation Closing Date & Time. A Proposal 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 Proposer.

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

Proposals received after the Solicitation Closing Date & Time shall be deemed unresponsive, and shall not be opened or considered. Modifications of Proposals received after the Solicitation Closing Date & Time shall also not be considered. Withdrawals of Proposals 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 Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Proposals received as a result of this Solicitation.

1-9 COST OF PROPOSALS

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

1-10 ORAL PRESENTATIONS

The BMPO may require Proposers to perform an oral presentation in support of their Proposals 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, Proposers will be notified in writing prior to the date of such a presentation.

1-11 EXCEPTIONS TO THE SOLICITATION

Proposers 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 Proposer'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 Proposal with the exception, reject the entire Proposal due to the exception taken, or deem the Proposal non-responsive. **PROPOSERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

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

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

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

All Proposals 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 Proposal, in its best interest. Acceptance or rejection of any Proposal shall not nullify the BMPO's rights hereunder.

1-13 EVALUATION OF PROPOSALS

- a) Rejection of Proposal.
 - 1) The BMPO may reject any Proposer's Proposal;
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 Proposal if the Proposer 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) A Proposal 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 Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the 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 Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of this Solicitation. The BMPO may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the BMPO or any other governmental entity in making the award of any Contract.
- 3) The BMPO may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this 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 Proposals received, without discussions. Therefore, each initial Proposal should contain the Proposer's best efforts.

Pursuant to Section 287.057, Florida Statutes, the BMPO, at its sole discretion, reserves the right to enter into Contract negotiations with the qualified responsive, responsible Proposer for the project. If the BMPO and said Proposer cannot negotiate a successful Contract, the BMPO may terminate said negotiations and begin negotiations with the next qualified responsive, responsible Proposer. This process will continue until a Contract acceptable to the BMPO has been executed or all Proposals are rejected. No Proposer 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. After award, the Contract, including all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this 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 Proposer(s) shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the BMPO. Where the Successful Proposer(s) is deemed “Non-Responsive” as a result of such failure to provide the required documents, the BMPO, may award any Contract for a specific project to another of the qualified responsive, responsible Proposer(s).

c) Independent Contractor.

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

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 Proposer in writing of such extensions. Additional extensions beyond the first ninety (90) day extension may occur, if, the BMPO and the Successful Proposer 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 Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The BMPO is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the BMPO's actual needs and/or usage during a previous contract period. Said estimates may be used by the BMPO for purposes of determining the qualified responsive, responsible Proposer meeting specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the BMPO for the Project, it is hereby agreed and understood that any Contract does not constitute the exclusive rights of the Successful Proposer 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 Proposer may protest any recommendation for the award of a Contract or rejection of all Proposals, 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 Proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may submit a protest to the Broward Metropolitan Planning Organization, Procurement Officer, Trade Centre South, 100 West Cypress Creek Road, Six Floor, Suite 650, Fort Lauderdale, Florida 33309-2181.

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

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

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

1-17 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the BMPO for purchase of supplies, materials, or services, including professional services, shall require that the Proposer submits with its Proposal 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 Proposer. In addition, the Successful Proposer shall not change or substitute subcontractors, subconsultants, or suppliers from those listed in the Proposal 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 Proposal, a list of such subcontractors shall be provided to the Executive Director, subject to his approval.

All Proposers shall submit the completed Proposal form entitled **“PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS”** with their Proposal. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE PROPOSAL NON-RESPONSIVE.**

1-18 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 Proposer.

1-19 ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL

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

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

1-20 LEGAL REQUIREMENTS

Proposers 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 proposed in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

1-21 FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer 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 Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, the Proposer shall report it to the BMPO in writing without delay.

1-22 ADVERTISING

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

1-23 APPLICABLE LAW AND VENUE

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the BMPO and the successful Proposer(s). The order of precedence will be the Agreement, the RFP Documents, the Proposer'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.

1-24 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 a Proposal for the services, all Proposers 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 Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the BMPO not signing such Agreement.

1-25 AMENDMENTS

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

1-26 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

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

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

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

1-27 FEDERAL DEBARMENT

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

SECTION 2: SPECIFIC TERMS AND CONDITIONS

2-1. SCOPE OF SERVICES

The BMPO requires the services of one or more consultants to perform the services as outlined in the Scope of Services, attached hereto as Exhibit “A” and by reference made a part hereof, for the **2045 Long Range Transportation Plan**.

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2-2 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the determination of qualified firms shall be as follows, and may be altered at any time, as best meets the needs of the BMPO.

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	May 19, 2017	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Submittal of Written Questions	June 2, 2017	5:00 pm	BMPO Procurement Office
Sealed Proposals Due Advertisement Closing Date	June 13, 2017	3:00 pm	BMPO Procurement Office - located on the 6 Floor Trade Centre South, Suite 650 100 W. Cypress Creek Road Fort Lauderdale, FL 33309-2181
Opening of Sealed Proposals	June 13, 2017	On or about 3:15 pm	BMPO Conference Room - 6 Floor Trade Centre South, Suite 650 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Evaluation/Selection Committee Determination Qualification and Shortlist	TBD <i>(Tentative: July 6, 2017)</i>	TBD	BMPO Board Room – 8 Floor Trade Centre South, Suite 850 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Oral Presentations/Interviews <i>(Shortlisted Firms)</i>	TBD <i>(Tentative: July 19, 2017)</i>	On or about 9am to 12pm Time Selected in Random Drawing	BMPO Board Room – 8 Floor Trade Centre South, Suite 850 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussions and Evaluation	TBD <i>(Tentative: July 19, 2017)</i>	After the last firm presentation	BMPO Board Room – 8 Floor Trade Centre South, Suite 850 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
<i>Posting – Intended Award</i>	TBD <i>(Tentative: July 21, 2017)</i>	On or about 2:00 pm	BMPO Website
Negotiations Meeting	TBD <i>(Tentative: August 2, 2017)</i>	On or about 9:30 am	Executive Confer Room – 6 Floor Trade Centre South, Suite 650 100 W. Cypress Creek Road Fort Lauderdale, FL 33309
BMPO Board Approval of Intended Award	TBD <i>(Tentative: September 14, 2017)</i>	On or about 9:30 am	BMPO Board Room – 8 Floor Trade Centre South, Suite 850

BMPO = Broward Metropolitan Planning Organization
TBD = To Be Determined

2-3 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

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

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

The award of any Contract resulting from this Solicitation will be made to the highest evaluated responsive, responsible and qualified Proposer, and whose Proposal will be most advantageous to the BMPO. See also Sections 1-13 and 3-3.

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

The Successful Proposer(s) shall submit fully documented monthly invoices in a form and with documentation acceptable to the BMPO within thirty (30) calendar days after the services have been rendered and following the end of each month throughout the life of the contract.. These invoices shall be submitted to the Broward Metropolitan Planning Organization, ATTN: Accounts Payable, Trade Centre South, 100 West Cypress Creek Road, Six Floor, Suite 650 Fort Lauderdale, FL 33309-2181. 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 PROPOSAL

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

1) The Qualifications Proposal.

i) Cover page.

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

ii) Table of contents.

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

iii) Executive summary.

Provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation, a history of the Proposer's background and experience providing services, the qualifications of the Proposer's personnel to be assigned to these project, the subcontractors, subconsultants, and/or suppliers and a history of their background and experience, a list of all projects in the last five (5) years and the timeliness in which they were completed, and any other information called for by this Solicitation which the Proposer 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 Proposer, staff, subcontractors, subconsultants, and/or suppliers.

iv) Technical information.

Describe the Proposer's approach to organization management and the responsibilities of Proposer'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 Proposer Qualification Form.

Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualifications requirements. Proposers 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, Proposers must use said format and supply said documentation to be considered responsive.

Each Proposer shall complete and submit the Proposer Qualification Form (Section 6). The Proposer 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 Proposer Qualification Form, Proposer shall provide the following information to supplement the Proposer Qualification Form within Chapter 7 of the Proposal:

- 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 Proposer’s Proposal non-responsive.
- B) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer is either performing or has completed within the last ten (10) years. Describe the Proposer’s qualifications and experience in the management of comparable projects in size and scope. The specific role of the Proposer in any project, which is referred to with regard to the Proposer’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 Proposer was a prime contractor or subcontractor, subconsultant, or supplier; and
 - v) The result of the project.
- C) List any and all contracts the Proposer has performed for the BMPO.
- D) Describe any other experiences related to the tasks set forth in the attached Scope of Services.

3) Financial Stability.

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

4) Litigation History.

Each Proposer 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 Proposer, any of its employees, subcontractors or subconsultants is or has been involved within the last three (3) years. The statement shall be included within Chapter 10 of the Proposal.

5) Statement of Organization.

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

- 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 Proposer'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.

Proposer shall complete and submit all affidavits, forms, certifications and acknowledgments set forth in this RFP (Section 4 thru Section 17) and provide such documents as part of Proposer's Proposal in the format set forth in Section 3-5.4.

7) Price Proposal

The Proposer shall submit their price proposal in a table created with Microsoft Excel (electronic file must be included in proposal submittal on CDs). The Proposer's price proposal shall include fully loaded prices by personnel classification and task, including direct expenses, for both prime and all subconsultants. It is the responsibility of the Proposer to ensure the accuracy of the pricing provided as part of your Proposal. Any errors in providing an accurate price response are the sole responsibility of the responding Vendor. The BMPO requests a firm, fixed price for each of the components described in the Scope of Services. Pricing should include the complete costs for the requested services including all travel and other direct expenses.

2-7 EVALUATION CRITERIA

2045 Long Range Transportation Plan

Following the closing of the Solicitation, the Proposals regarding completion of the 2045 Long Range Transportation Plan will be evaluated by a 3-member Evaluation and Selection Committee consisting of BMPO staff members appointed by the Executive Director or his/her designee ("BMPO Committee"). The BMPO Committee will evaluate the Proposals as to the 2045 Long Range Transportation Plan based on a weighted score point formula. The BMPO Committee may request additional oral interviews, and reserves the right to interview Proposers if needed.

Total scores for each evaluation criteria shall be based upon an average of the scores of all BMPO Committee members. The BMPO Committee shall score the responsive and qualified Proposals based on the evaluation criteria set forth below in this Section 2-7 and shall reduce the number of firms (short list) for further evaluation. The BMPO 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 BMPO Committee may make any adjustments to their scoring as they deem appropriate. The BMPO Committee shall select the short listed firms deemed to be the highly qualified to perform the required services. The BMPO Committee shall then vote on the final recommendation of short listed firms and provide such recommendation to the BMPO Executive Director for approval. The BMPO Committee will evaluate the finalists and make an award recommendation to the BMPO Board. The BMPO Board will consider the recommendation and authorize negotiations with the qualified firm(s) and execution of an agreement in accordance with the terms of this RFP and the Proposer's Proposal.

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2045 LRTP Selection Criteria		Maximum Scoring Value
Project Manager - Displays experience with similar projects, proven record of success, ability to manage multiple firms and clients.		10
Staff Experience - Qualifications, availability, professional background and experience of firm's staff members who would be directly assigned to the team.		10
Modeling - Experience using the South East Regional Planning Model (SERPM) and experience in the development and application of Activity Based Models (ABM).		5
Local Knowledge - Understanding of county, regional, transportation and policy issues and challenges.		5
Project Approach	Overall Approach / LRTP Success / Scenario Planning & Innovation / Prioritization - Quality of approach to tasks as outlined in the Scope of Services.	25
	Federal & State Regulations / Funding Policies - Experience with Federal and Florida Statutes, regulatory agencies (including FDOT, FHWA and FTA), and BMPO Rules.	5
	Public Outreach & SFTEC Support - Experience in the coordination of civic input and innovative methods of engaging the public and providing transportation services.	10
QA/QC - Quality assessment and quality control mechanisms are thorough		10
Transit - Experience with planning county wide and/or transit systems, corridor planning, and transit specific operating and capital cost estimates.		10
GIS/Data - Experience developing and applying innovative data and GIS systems to transportation planning.		5
Price - Lowest price proposal receives 5 points		5
2045 Long Range Transportation Plan		<u>100</u>
Total		

2-8 INDEMNIFICATION OF THE BMPO BY THE SUCCESSFUL PROPOSER

The Successful Proposer 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 Proposer and other persons employed or utilized by the Successful Proposer in the performance of the services under the Contract.

2-9 PROFESSIONAL LIABILITY INSURANCE

- a) The Successful Proposer 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 Proposer as required by Florida Statutes Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.
- b) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.
- 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 Proposer 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 Proposer 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 Proposer 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 Proposer shall be in default of the terms and conditions and the Contract shall be deemed terminated immediately. Under these circumstances, the Successful Proposer may be prohibited from submitting future proposals to the BMPO for a period of twelve (12) months.
 - g) The Successful Proposer 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 Proposer 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 Proposer.

- h) If, in the judgment of the BMPO, prevailing conditions warrant the provision by Successful Proposer of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by Successful Proposer 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 Proposer 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 Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The BMPO and Successful Proposer(s) agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-11 TAXPAYER IDENTIFICATION NUMBER

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

2-12 FEDERAL TRANSIT ADMINISTRATION REQUIRED PROVISIONS.

This Project may be funded with assistance from the Federal Transit Administration ("FTA"). If so, the BMPO will follow, and require the Successful Proposer(s) to comply with, all applicable 3rd party procurement policies in accordance with FTA Circular C4220.1f (Third Party Contracting Guidance). Proposers are hereby advised that the applicable FTA required contractual provisions set forth in Exhibit "C-1" to the Sample Contract shall be set forth in any Contract resulting from this RFP. By submitting a Proposal, Proposers acknowledge and agree that the Successful Proposer(s) shall be required to comply with the provisions in Exhibit "C-1" of the Sample Contract if awarded the Contract.

2-13 FEDERAL HIGHWAY ADMINISTRATION REQUIRED PROVISIONS

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

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SECTION 3: PROPOSAL PROCESS

3-1 INTRODUCTION

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

3-2 EVALUATION AND SELECTION COMMITTEES

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

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

The evaluation of Proposals 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 Proposer, 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 Proposer to perform the Services and the Proposer shall furnish the BMPO all such information for this purpose as the BMPO may request before and during the RFP period. The Committee reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or any other action they deems necessary to fairly evaluate all Proposers. The Committee may at its sole discretion reject a Proposer or disqualify a Proposer.

3-3 EVALUATION PROCEDURES

Services will be secured in compliance with BMPO policies and procedures.

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

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

3-4 CONSULTANT REQUIREMENTS

Mandatory Minimum Requirements

In order for a Proposal to be considered, the Proposer must meet the following mandatory minimum requirements:

1. Proposers shall possess all licenses, business tax receipts and/or permits required to perform the Services requested herein in the State of Florida.
2. Proposers shall possess, and demonstrate using the Personnel and References forms provided, five (5) years of experience, knowledge, skills, and abilities with a project(s) of similar size and complexity in accordance with the scope of services.
3. Proposers shall provide three (3) similar examples of previously completed scopes of services.

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

3-5 PREPARATION OF PROPOSALS

3-5.1 Number of Responses

One (1) unbound one-sided original and three (3) bound copies (**a total of four [4] hard copies**), and two (2) CD's, each containing an electronic version of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable. The original document package must not be bound, although, the document package copies should be individually bound.

3-5.2 Response Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal." The outside of the sealed package shall clearly indicate **RFP No. 17-06, 2045 Long Range Transportation Plan**, Proposer's name, address and the name and telephone number of the Proposer's specific contact person. 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 Proposer in contractual obligations. The Proposal 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 Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate forms will disqualify the Proposer and the Proposal will not be considered.

Proposals 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 Proposal Format

The Proposal shall be typewritten on 8 ½ x 11 inch white paper, with a **maximum of 15 one-sided pages total**. This page limitation is not intended to include any required attachments, i.e., resumes qualification forms, etc. All pages shall be secured by binding. Bindings and covers will be at the Proposal's discretion. Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

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.

Proposals 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.

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Table
3-5.4 – Proposal Format

Chapter 1	Letter of Intent
Chapter 2	Qualifications Proposal Cover Sheet
Chapter 3	Proposer's Statement of Organization
Chapter 4	Project Approach
Chapter 5	Personnel
Chapter 6	Proposer's Disclosure of Subcontractors
Chapter 7	Proposer Qualification Form
Chapter 8	Financial Stability
Chapter 9	Financial Statement
Chapter 10	Litigation History
Chapter 11	Insurance Requirement
Chapter 12	Criminal Convictions
Chapter 13	Proposer's Non-Collusion Affidavit
Chapter 14	Independence Affidavit
Chapter 15	Drug-free Workplace Affidavit
Chapter 16	Amendment Acknowledgement Form
Chapter 17	Anti-Kickback Affidavit
Chapter 18	Non-discrimination Affidavit
Chapter 19	Accuracy of Proposal Certification
Chapter 20	DBE Participation Statement and Bid Opportunity List
Chapter 21	E-Verify
Chapter 22	Price Proposal

3-6. SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

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

Lydia Waring, Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road
Six Floor, Suite 650
Fort Lauderdale, Florida 33309-2181

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Response is time stamped in the office of the Broward Metropolitan Planning Organization prior to the date and time as specified in Section 2-2, the Solicitation Timetable. Failure of an Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time as specified in Section 2-2, the Solicitation Timetable, shall render an Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

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

3-7. SEALED PROPOSALS

The Sealed Proposals will be publicly opened at Trade Centre South, 100 West Cypress Creek Road, Six Floor, Suite 650, Fort Lauderdale, FL 33309, on the date and time as specified in Section 2-2, the Solicitation Timetable. The Committee shall examine the documentation submitted in the Proposal at a time thereafter to determine the responsiveness and responsibility of each Proposer. Proposers shall provide the following information:

3-7.1 Letter of Intent

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

3-7.2 Proposer's Statement of Organization

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

3-7.3 Personnel

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

3-7.4 Experience

Each Proposer shall have successful experience in providing Transportation Planning Services or other similar experience, as may be applicable to the Services sought pursuant to this RFP, to advance the BMPO's transportation planning activities as set forth in the BMPO's Unified Planning Work Program and other tasks that may be necessary and as directed by the BMPO Board. A summary of all of the most recently awarded and serviced comparable jobs for the past five (5) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contact/reference person with phone number. Proposers shall provide references for all jobs summarized using the form provided in Section 6.

3-7.5 Financial Stability

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

3-7.6 Financial Statement

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

3-7.7 Litigation History

Proposers shall provide a summary of any litigation or arbitration that the Proposer, 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 Proposer it determines to be excessively litigious.

3-7.8 Insurance Requirements

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

3-7.9 Criminal Convictions

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

3-7.10 Proposer's Non-Collusion Certification

Any Proposers submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Proposer included in Section 10 of these RFP documents.

3-7.11 Drug-Free Workplace

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

3-7.12 Amendments.

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

3-7.13 Independence Affidavit

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

3-7.14 Accuracy of Proposal Certification

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 4: QUALIFICATION'S PROPOSAL COVER SHEET

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE:	FAX:
(_____) _____	(_____) _____
PROPOSER'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: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
Identify here as well:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THE SINGLE CATEGORY OR COMBINATION OF CATEGORIES OF SERVICES PROPOSED:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

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

SECTION 5: AMENDMENT ACKNOWLEDGEMENT FORM

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

PROPOSER: _____
(Company Name)

(Signature)

(Printed Name & Title)

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

SECTION 6: PROPOSER'S QUALIFICATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal 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 PROPOSAL

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

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

- (6) Please list a minimum of three (3) Government contract references for similar work in each category in which services are proposed:

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 PROPOSAL NON-RESPONSIVE**

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

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

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

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 PROPOSAL NON-RESPONSIVE**

SECTION 8: DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

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

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

Vendor's Signature

SECTION 9: ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD } SS:

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 PROPOSAL NON-RESPONSIVE**

SECTION 10: NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) SS:

being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By: _____
Witness

By: _____
Printed Name: _____

Witness

Title: _____

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

SECTION 12: INDEPENDENCE AFFIDAVIT

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

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. a. Below is a list and description of any relationships, professional, financial or otherwise that PROPOSER may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

Signature (ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF _____)

COUNTY OF _____)

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

Personally known to me _____ OR

Has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

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

SECTION 13: ACCURACY OF PROPOSAL CERTIFICATION

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

Signature

_____ (CORPORATE SEAL)
Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

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

Personally known to me _____ OR

Has produced Identification _____, type of identification produced _____

NOTARY PUBLIC

My Commission Expires:

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

SECTION 14: STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

Principal Business Address, Phone and Fax Numbers:

2. Principal Contact Person(s):

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

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

Name	Address	Title
------	---------	-------

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

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

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

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

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

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

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

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

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

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

8. County or Municipal Business Tax Receipt No.

(Attach Copy)

Social Security or Federal ID No.

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

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

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

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

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

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

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

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

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

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

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

Signature

Title

Name

Date

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

SECTION 15: PERSONNEL

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

- 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 Proposer'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 PROPOSAL NON-RESPONSIVE**

SECTION 16: DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST

ANTICIPATED DBE PARTICIPATION STATEMENT

RFP Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

OR

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

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

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

Date: _____

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

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

Prime Contractor / Prime Consultant: _____

Address/Telephone Number: _____

RFP Number/Advertisement Number: _____

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

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

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

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

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

SECTION 17: E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

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

SECTION 18: SAMPLE CONTRACT

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

**FOR
2045 LONG RANGE TRANSPORTATION PLAN
RFP No. 17-06**

This Agreement (“Agreement”) is made and entered into the _____ day of _____, 2017, by and between the Broward Metropolitan Planning Organization, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

_____ with its principal business address located at _____ (hereinafter referred to as “CONTRACTOR”) for completion of the 2045 Long Range Transportation Plan (the “Project”). References in this Agreement to “Executive Director” shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the BMPO, pursuant to Section 287.057, Florida Statutes, solicited Proposals from firms to provide the required expertise in connection with the Project; and

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

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

WHEREAS, on _____, the Board of the BMPO ratified the evaluation and recommendation of Proposals received in response to RFP No. 17-06 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

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

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

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for the BMPO's 2045 Long Range Transportation Plan, RFP No. 17-06, dated _____, ("RFP"), referenced hereto and made a part hereof, as Exhibit "A", and the CONTRACTOR's Proposal, attached hereto and made a part hereof, as Exhibit "B"; and
- 1.2** The Federal Transit Administration ("FTA") Required Contractual Provisions (attached hereto as Exhibit "C-1"), and the Federal Highway Administration ("FHWA") Required Contractual Provisions (attached hereto as Exhibit "C-2), collectively hereafter referred to as the "Federal Contractual Provisions" are attached hereto and made a part hereof, collectively as Exhibit "C". Prior to beginning the performance of any services under this Agreement, the CONTRACTOR will be provided with a Notice to Proceed from the BMPO. This Notice to Proceed will specify the applicable Federal Contractual Provisions which will apply to this Agreement and the services to be provided accordingly.
- 1.3** The parties agree that the Services and the Federal Contractual Provisions, as specified in Exhibits "A", "B" and "C", (hereinafter collectively referred to as the "Scope of Services" or "Services") contain the description of Contractor's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.4** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR's Services pursuant to this Agreement.

SECTION 2. TERM

- 2.1** The term of this Agreement will be for a period of **Three (3) Years** (the "Term") which shall begin on the date it is fully executed by both parties and

shall remain in effect until such a time as the Services acquired in conjunction with this RFP have been completed and accepted by the BMPO in accordance with this Agreement and the terms of the Request for Proposals. After the initial five (5) year term, the BMPO shall have the option to extend the Term, at its discretion, for two (2) one year extensions. To exercise one or both annual extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR, in writing, at least 90 days, prior to the expiration of the then current term.

- 2.2** Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services describe in the Scope of Services within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services; **however this Agreement shall terminate no later than _____**, unless terminated earlier pursuant to Section 4 of this Agreement.
- 2.3** The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

- 3.1** In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the total amount not to exceed _____ AND NO/100 Dollars (\$_____.00), contingent upon the appropriation of funds. The BMPO shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit "A" will be assigned during the term of this Agreement. The BMPO may, at its option, elect to have any or all of these specified services. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts negotiated between the parties as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- 3.1.1** Prior to beginning the performance of any services under this Agreement, the BMPO and the CONTRACTOR shall define specific services to be performed and deliverables for these services and sign separate task work orders. Each work order will specify a scope of work, time schedule and the compensation for those specific services. Once signed by both parties each work order and a Notice to Proceed will function as the authorization for the CONTRACTOR to compete the services and deliverables. CONTRACTOR shall perform the services described in the Scope of Services and each work order within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously.
- 3.3** BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.4** Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.
- 3.5** Payment shall be made to CONTRACTOR at:
- _____
- _____
- _____
- _____
- 3.6** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.

- 3.7** If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit “B-1”.

SECTION 4. TERMINATION

- 4.1** This Agreement may be terminated for cause by action of the BMPO Board if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days’ written notice by the BMPO Executive Director.
- 4.2** This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.3** Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.4** Notice of termination shall be provided in accordance with the “NOTICES” section of this Agreement.
- 4.5** In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO’s election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.
- 4.6** In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from

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

SECTION 6. INSURANCE

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

SECTION 7. MISCELLANEOUS

- 7.1 Contract Administrator.** The Contract Administrator is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein.
- 7.2 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

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

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

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

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

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

- 7.5 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.6 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.7 Third Party Beneficiaries.** Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.8 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage

prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

BMPO:

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309-2181

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

CONTRACTOR:

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

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

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

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

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

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

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

- 7.16 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.17 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.18 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.19 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.20 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.21 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.22 Multiple Originals.** This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.23 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- 7.24 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.25 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.
- 7.26 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.27 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.28 Disadvantage Business Enterprise (DBE) Program.** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deem appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from The BMPO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.

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

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Richard Blattner, Chair

This _____ day of _____ 2017.

This _____ day of _____ 2017.

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

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

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

CONTRACTOR

WITNESSES:

[Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

This day ____ of _____, 2017.

Print Name: _____

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

EXHIBITS LIST

- 1) **Exhibit “A”** – RFP No. 17-06, Date Issued: _____, 2017
A full copy of this document is available for review upon request at the BMPO’s Offices.
- 2) **Exhibit “B”** – CONTRACTOR’s Proposal/Proposal, dated _____.
- 3) **Exhibit “C”** – Federal Contractual Provisions
Exhibit “C-1” Federal Transit Administration Required Contractual Provisions
Exhibit “C-2” Federal Highway Administration Required Contractual Provisions
- 4) **Appendix “A”** – BMPO Policy of Non Discrimination

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

EXHIBIT “A”

2045 LONG RANGE TRANSPORTATION PLAN

RFP No. 17-06

Date Issued: _____

**A FULL COPY OF RFP No. 17-06 IS AVAILABE FOR REVIEW AND INSPECTION
UPON REQUEST AT THE BMPO OFFICE**

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

**EXHIBIT “B”
CONTRACTOR’S PROPOSAL**

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

Federal Contractual Provisions

EXHIBIT “C-1”

**FEDERAL TRANSIT ADMINISTRATION REQUIRED
CONTRACTUAL PROVISIONS**

The applicable provisions in this Section shall be set forth in any Contract resulting from this RFP. By submitting a Proposal, Proposers acknowledge and agree to comply with the applicable provisions in this Section in the event they are awarded the Contract.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

In connection with the Project, the Contractor agrees that, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subcontractor, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subcontract, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Contractor, including any subcontractor, lessee, third party contractor, or other participant at any tier of the Project.

2. FEDERAL LAWS, REGULATIONS, AND DIRECTIVES.

The Contractor agrees that Federal laws and regulations control Project award and implementation. The Contractor also agrees that Federal directives, as defined in the Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Contractor understands and agrees that unless the Contractor requests FTA approval in writing, the Contractor may incur a violation of Federal laws or regulations, its Grant Agreement or Cooperative Agreement, or the Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Contractor understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Contractor on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal FTA laws, regulations, and directives may become effective after the date on which the Contractor executes this Agreement for the Project, and might apply

to this Agreement. Contractor agrees that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Contractor signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Agreement. To accommodate changing Federal requirements, the Contractor agrees to include in each agreement with each subcontractor, each lease, each third party contract, and other similar document implementing the Project notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in this Agreement for the Project, and in the Master Agreement are minimum requirements, unless modified by FTA.

3. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Contractor's activities in connection with the Project. By executing Contract for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government or the BMPO in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(I), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

4. CIVIL RIGHTS.

The Contractor agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party

contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

B. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Contractors,” and any other applicable Federal directives that may be issued.

C. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Contractor agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

D. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Contractor's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Contractor of the Contractor's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq., or both.

E. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

F. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

G. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29

U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

H. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

I. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and

follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Contractors' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing. J. Environmental Justice. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

K. Other Nondiscrimination Laws. The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

5. FEDERAL STANDARDS.

The Contractor agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Contractor also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except to the extent FTA determines otherwise in writing. The Contractor agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Contractor understands and agrees that the FTA "Best Practices Procurement Manual" may omit certain Federal requirements applicable to specific third party contracts.

6. ACCESS TO THIRD PARTY CONTRACT RECORDS.

The Contractor agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Contractor further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

7. RIGHT OF THE FEDERAL GOVERNMENT TO TERMINATE.

Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Contract for the Project including the Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Contract for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Contract for the Project including the Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser

amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

8. DEBARMENT AND SUSPENSION.

The Contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB), “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. To the extent required by these U.S. DOT regulations and U.S. OMB guidance, the Contractor agrees to review the “Excluded Parties Listing System” at <http://epls.gov/> and to include a similar term or condition in each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor, lessee, third party contractor, and other participant at a lower tier of the Project, will review the “Excluded Parties Listing System” at <http://epls.gov/>, and will include a similar term or condition in each of its lower tier covered transactions.

9. BUY AMERICA REQUIREMENTS

The Successful Proposer is hereby notified that this project is funded with federal funds from the FTA. Therefore, this project shall comply with the Buy America regulations published at 49 CFR Part 661. The Contractor shall comply with 49 U.S.C. §5323(j) and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, and any amendments thereto in performing the Services requested in this RFP. If applicable, the Buy America certification forms shall be completed, signed, notarized and returned to the BMPO prior to Contract award.

10. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

A. Notification to FTA. The Contractor agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government’s interests in the Project or the Federal Government’s administration or enforcement of Federal laws or regulations. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform FTA in writing before doing so. At a minimum, each notice to FTA under Section 56 of the Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Contractor operates its public transportation system or implements the Project.

B. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery, based on the percentage of the Federal share awarded for the Project, except that the Contractor may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

- C. Enforcement. The Contractor agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
- D. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.
- E. Alternative Dispute Resolution. FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

11. LOBBYING RESTRICTIONS.

The Contractor agrees that:

- (1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Contract;
- (2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) It will comply, and will assure the compliance of each subcontractor, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

12. CLEAN AIR.

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

- (1) The Contractor agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying the approval of the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Contractor agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.
- (3) The Contractor agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

13. CLEAN WATER.

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

14. RIGHTS IN DATA AND COPYRIGHTS.

A. Definition. The term "subject data," as used in Section 18 of the Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Contract for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

B. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Contract for the Project:

(1) Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government and the BMPO, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Paragraph 18.b(1) of the Master Agreement, however, do not apply to a Grant Agreement or Contract with an institution of higher learning.

C. Federal Rights in Data and Copyrights. The Contractor agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in the Subsection 18.c of the Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Contract for the Project, or under a subcontract, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Contract for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Contractor, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Contractor of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of the Master Agreement, FTA may make available to any FTA Contractor, subcontractor, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of the Master Agreement and shall be delivered as the Federal Government may direct. This does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use when the costs thereof are financed with Federal assistance through an FTA capital program.

E. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which applies to patent rights developed under a research project.

F. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

G. Restrictions on Access to Patent Rights. Nothing in Section 18 of the Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Funding or Support. In connection with the Project, the Contractor may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of the Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have

been used in connection with the Project. Nevertheless, the Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

I. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Contractor understands and agrees that the data and information it submits to the BMPO or Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

Federal Contractual Provisions

EXHIBIT C-2

**FEDERAL HIGHWAY ADMINISTRATION (“FHWA”)
REQUIRED
CONTRACTUAL PROVISIONS**

The following terms apply to all contracts in which services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the BMPO relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, 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 material and leases of equipment. The Consultant will 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.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant'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.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the BMPO, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the BMPO, 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.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the BMPO shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the BMPO, 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the BMPO to enter into such litigation to protect the interests of the BMPO, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material

breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the BMPO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The BMPO hereby certifies that neither the consultant nor the consultant's representative has been required by the BMPO, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The BMPO further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

- 1 employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
- 2 agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- 3 paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

“Sample Contract”

**AGREEMENT BETWEEN THE BMPO AND _____
FOR 2045 LONG RANGE TRANSPORTATION PLAN**

**APPENDIX “A”
(AS REFERENCED IN PARAGRAPH 7.3)**

NONDISCRIMINATION REQUIREMENTS

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

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

- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Scope of Services

2045 Long Range Transportation Plan Update

May 11, 2017

Mission Statement

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

Vision Statement

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

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LIST OF ACRONYMS

ATMS	Advanced Traffic Management System
CAC	Citizens' Advisory Committee
CSAC	Complete Streets Advisory Committee
E+C	Existing plus Committed
EJ	Environmental Justice
ETAT	Environmental Technical Advisory Team
ETDM	Efficient Transportation Decision Making
FFP	Financially Feasible Plan
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FTP	Florida Transportation Plan
FDOT	Florida Department of Transportation
GIS	Geographic Information System
GOMs	Goals, Objectives and Measures of Effectiveness
ITS	Intelligent Transportation System
LCB	Transportation Disadvantaged Local Coordinating Board
LOS	Level-of-Service
LRTP	Long Range Transportation Plan
MAZ	Micro Area Zone
MPO	Metropolitan Planning Organization
NHS	National Highway System
O&M	Operations & Maintenance
PM	Project Manager
PPP	Public Involvement Plan
RTP	Regional Transportation Plan
SC	Steering Committee
SEFTC	Southeast Florida Transportation Council
SFRPC	South Florida Regional Planning Council
SFRTA	South Florida Regional Transportation Authority
TAD	Traffic Analysis District
TAZ	Traffic Analysis Zone
TAC	Technical Advisory Committee
TCQSM	Transit Capacity and Quality of Service Manual
TIP	Transportation Improvement Program
TR	Technical Report
TSM&O	Transportation System Management and Operation

GUIDING PRINCIPLES

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

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

The CONSULTANT and the Broward Metropolitan Planning Organization (MPO) mutually agree to furnish, each to the other, the respective services, information, and items as described herein necessary to prepare the Broward MPO’s 2045 Long Range Transportation Plan (LRTP) Update in accordance with the requirements of the USDOT’s Fast Act, or the current transportation bill; the Metropolitan Transportation Planning regulations contained in 23 CFR Part 450 and 49 CFR Part 613; the requirements of section 339.175 of the Florida Statutes; and the provisions and specifications herein. The LRTP will be adopted by the Broward MPO no later than June 2019.

The LRTP will use 2045 as the horizon year and document the assessment of multimodal transportation facilities, services and policy needs over the next 25 years. Importantly, it will continue the new paradigm established in the previous plan updates (2035 and 2040) to provide a balanced transportation system that achieves optimum mobility and supports economic growth through improvements in multiple modes, with emphasis on mass transit and transit-supportive land uses.

The 2045 LRTP will look to implement new and innovative transportation system performance measures that de-emphasize traditional road “congestion” in lieu of broader desirable transportation outcomes. The update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors reflected by the LRTP’s Goals, Objectives and Measures/Performance Measures (GOM) to identify future transportation needs. Transportation “needs” may go beyond infrastructure investments to include changes in policy and legislation necessary to support the necessary future investments to support one of the largest metropolitan areas in the United States. The LRTP will weigh and balance the cost of various transportation investments against anticipated future funding to ensure the LRTP is a financially feasible plan for Broward County’s next 25 years.

Southeast Florida and Broward County will face tremendous population growth in the coming decades. Simply stated, even if we had the financial resources we simply cannot build enough new roads to serve the existing and future residents of Broward County. If future population growth is spread evenly throughout the County, then roads will be heavily congested and transit will struggle to effectively and efficiently serve demand because of a land use pattern that is

generally suburban (i.e., low-medium density) in nature. We know from prior LRTP efforts we need transit to meet future travel demand. We also know that for transit funding for on-going operations and maintenance (O&M) is a challenge in the current funding environment.

The question becomes how do we provide transit that is effective, efficient and affordable. To answer this question, the 2045 LRTP transit element will test transit “scenarios” to help develop a shared community vision to guide transit investment for the next 25-years.

This Scope of Services specifies the tasks that may be issued, in part or whole, to the CONSULTANT to support MPO staff in the development of the 2045 LRTP. During contract negotiations, additional tasks and work elements may be added or deleted at the discretion of the PM. The PM must approve initiation of work tasks, which may be one or more task identified in the Scope of Service in writing before the CONSULTANT may perform work. The CONSULTANT will prepare a final work plan (to be included in the contract). Some work under this contract must be completed by August 2019 due to FTA grant limitations. All work will be completed no later than December 2019.

The LRTP will include long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. In keeping with the intent and requirements of the FAST ACT or current transportation bill, and the requirements stipulated by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT) (as described in Chapter 4 of FDOT’s Metropolitan Planning Organization Program Management Handbook), this plan update will be multimodal in nature. It will include: public transportation; pedestrian facilities; bikeways; waterborne transportation; highways; transportation system management and operations (TSMO); and freight transportation.

The LRTP will include safety and security elements to meet the Federal requirements indicated in 23 CFR 450.322(h).

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

The LRTP will consider new and emerging technologies and services such as electrification, automation, and sharing.

Broward MPO will assign a Project Manager (PM) to manage the CONSULTANT and LRTP project. The overall update process and policy decisions will be guided by the MPO Board and its subcommittees.

The Broward MPO will coordinate development of the 2045 LRTP with the adjacent TPO/MPOs of Miami-Dade and Palm Beach, respectively, as well as the 2045 Regional Transportation Plan.

About the Broward MPO

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

PROJECT TASKS

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

SCOPE OF WORK

Task 1 – Project Management

Task 2 – Project Schedule and Coordination

Task 3 – Public Education and Outreach

Task 4 – Data

Task 5 – Goals, Objectives and Measurements/Performance Measures

Task 6 – Revenue and Finance

Task 7 – Transit Scenario Development and Analysis

Task 8 – Model Support

Task 9 – Needs Assessment

Task 10 - Efficient Transportation Decision Making

Task 11 – Financially Feasible Plan

Task 12 – Environmental Justice

Task 13 – Regional Transportation Plan Coordination

Task 14 – 2045 Long Range Transportation Plan Adoption

TASK 1 – PROJECT MANAGEMENT

The CONSULTANT will assign a single person to serve through the life of the contract as CONSULTANT Project Manager (CONSULTANT PM). The CONSULTANT PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval of the Broward MPO's designated Project Manager (PM). The CONSULTANT PM is responsible for overall project management necessary to ensure the satisfactory completion of Broward MPO's 2045 LRTP, on-time and on-budget, in accordance with the scope of services. The CONSULTANT PM will serve as a single point of contact and will be expected to ensure the CONSULTANT team is properly managed, adequate resources are available, submittals are timely and quality control reviewed, and disadvantaged business enterprise (DBE) firms, if any, are utilized for maximum benefit and paid in a timely fashion.

The CONSULTANT PM is responsible for the quality of all work completed under this contract and is expected to ensure high standards for all submittals, both draft and final.

The CONSULTANT PM will work closely with the PM to ensure strong communication and coordination through the life of the contract. Communication will include mandatory written monthly progress reports with an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, and actual expenditures versus budget report. Beyond normal phone and email communication, the CONSULTANT and LRTP PM will generally be expected to meet in person monthly to review the progress report and monitor progress.

The CONSULTANT PM will submit monthly invoices in a form and with documentation acceptable to the PM within 15 business days following the end of each month throughout the life of the contract. Invoices must include the monthly progress report. The CONSULTANT PM may request approval from the PM, in writing, to skip a monthly invoice if no activity occurs during the month or for other reasons.

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

MPO staff shall:

- Conduct a technical review and/or assist in coordinating the review of all data, reports, presentations, maps, video and figures by appropriate planning partners; and
- Deliver comments to the CONSULTANT within 15 working days from the date that the preliminary data, reports, presentations, maps, video and figures are received from the CONSULTANT.

- The CONSULTANT shall:
- Review and check all data, reports, presentations, maps, video and figures for accuracy, quality and consistency, prior to review by MPO staff and other relevant planning partners;
- Deliver one electronic copy of preliminary materials for distribution to the MPO Board of Directors, the Technical Advisory Committee (TAC), the Citizens' Advisory Committee (CAC), the Local Coordinating Board (LCB), the Freight Transportation Advisory Committee (FTAC), the Steering Committee (SC) and the Complete Streets Advisory Committee (CSAC) for review and comment;
- Revise preliminary data, reports, presentations, maps, video and figures to address comments provided within 15 working days of the date that the comments are delivered to the CONSULTANT;
- Request from the RTP CONSULTANT and deliver the FSUTMS users' files for the 2045 horizon year and the 2020 and 2030 interim years in a digital format compatible with the MPO's computer hardware and software;
- Deliver one electronic copy, on a CD-R, and 60 printed copies of the *2045 Long Range Transportation Plan Executive Summary*, and
- Deliver 20 electronic copies, each written on a separate CD-R, and 60 printed copies of the *2045 Long Range Transportation Plan*.

MEETINGS

All MPO Board of Directors, TAC, CAC, LCB, FTAC, SC and CSAC meetings will be held at the offices of the MPO at 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, unless otherwise noted at the time of meeting announcement. Workshops and meetings with civic associations and local groups will be located throughout the MPO's planning area in accordance. The CONSULTANT shall prepare the necessary material, exhibits, presentation, advertising, and handouts for the workshops. The CONSULTANT shall arrange to take minutes and record verbal and documented comments from the public, staff and elected officials.

MONTHLY MEETINGS

The CONSULTANT shall be available to meet with the Project Manger at least twice a month to discuss the contents of the monthly progress reports, to discuss the schedule of future activities and to ensure the project schedule is maintained.

TECHNICAL PRESENTATIONS

The CONSULTANT shall make the necessary arrangements to present to the MPO Board of Directors, TAC, CAC, LCB, FTAC, SC and the CSAC as required in **Exhibit 1**.

MEETINGS WITH LOCAL GROUPS

The CONSULTANT shall hold ten (10) meetings with the appropriate local groups, civic associations, and local governments as necessary to solicit input regarding vision and community values during the LRTP update. Five meetings will be held in the beginning of the

update process and five at the end after completing the draft *2045 Long Range Transportation Plan*. MPO staff must be advised in advance of these meetings to ensure that enough time is given for their participation, if desired. Meetings with local groups shall be arranged by the CONSULTANT. The CONSULTANT shall prepare the necessary material, exhibits, presentation, advertising, and handouts for the workshops. The CONSULTANT shall arrange to take minutes and record verbal and documented comments from the public, staff and elected officials.

The CONSULTANT shall develop an approach or structure for an LRTP Steering Committee if appropriate.

WORKSHOPS

The CONSULTANT shall prepare ten (10) workshops during the course of LRTP update. Five (5) workshops may be held in the beginning of the project with the public and elected officials to solicit input regarding visioning, potential controversial transportation improvements, and to establish the evaluation criteria and the Goals, Objectives and Measures (GOMs). The other five workshops will be held after completing the draft *2045 Long Range Transportation Plan*. The CONSULTANT shall prepare the necessary material, exhibits, presentation, advertising, and handouts for the workshops. The CONSULTANT shall arrange to take minutes and record verbal and documented comments from the public, staff and elected officials. The CONSULTANT shall include a copy of these records in the Appendix of the appropriate Technical Reports (TR) and the final *2045 Long Range Transportation Plan*.

Deliverables:

- a) Monthly progress reports
- b) Monthly invoices
- c) Workshops
- d) Meetings
- e) Meeting materials

TASK 2 – PROJECT SCHEDULE AND COORDINATION

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

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

The CONSULTANT is responsible to ensure adequate coordination with the Miami-Dade TPO and Palm Beach MPO LRTP development efforts to ensure consistency. Likewise, the CONSULTANT will be required to coordinate with SEFTC's Regional Transportation Plan (RTP). CONSULTANT will identify complementary tasks in the various planning efforts to avoid duplication of effort, maximize use of existing resources, share results, coordinate activities, and minimize schedule conflicts

The CONSULTANT will coordinate with FDOT, their CONSULTANTs and the RTP CONSULTANT team responsible for the development of key LRTP inputs, including SERPM with associated base socio-economic files and revenue projections.

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

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

The CONSULTANT shall complete a draft *2045 Long Range Transportation Plan* no later than April 2019 to allow for public review, workshops and presentations to interested parties. The

CONSULTANT will be responsible for developing and adhering to a schedule that allows Broward MPO adoption of the 2045 LRTP no later than June of 2019.

Deliverables:

- a) Project Schedule in Microsoft Project
- b) Progress reports and figures

TASK 3 – PUBLIC EDUCATION AND OUTREACH

The CONSULTANT will develop a Public Participation Plan (PPP) for the 2045 Long Range Transportation Plan. The PPP will outline the process by which the public will be engaged throughout the development of the LRTP update, from inception to completion. The LRTP is the “public’s plan,” so input from the public is a very important part of plan development.

The PPP must provide appropriate opportunities for public participation and input during the LRTP update process. The CONSULTANT shall undertake outreach efforts to various populations within the MPO boundary. The public involvement team should utilize the *Transportation Outreach Planner Tool*, www.MPOTransportationOutreachPlanner.org (or an alternative tool) as a resource to help prepare and implement the Public Participation Plan, and to ensure traditionally under-represented groups are included in the planning process.

The CONSULTANT shall organize a public involvement team to develop a detailed PPP, including strategies to promote proactive public participation in accordance with the MPO’s adopted PPP procedures.

SUBTASK 3.1 - INTRODUCTORY VIDEO

The CONSULTANT shall create an introductory video to introduce the public to the LRTP update. The video should be easy to understand and relatively simple to produce, modeled on the video produced for the Southeast Florida Transportation Council (SEFTC) Regional Travel Survey effort. The video should have branding consistent with the overall Broward MPO 2045 Long Range Transportation Plan. Any branding should build upon that developed for the 2040 update and take the name Commitment 2045. The video length will be no longer than 60 seconds.

SUBTASK 3.2 - OUTREACH

This subtask will encompass three main segments of outreach:

- Outreach Meetings
- Broward MPO Committee Meetings
- E-Townhalls

The CONSULTANT may use the above three approaches or other appropriate approaches to solicit public input and thoughts for the 2045 LRTP. Outreach meetings should take place in

conjunction with previously scheduled meetings, such as neighborhood association meetings, community group forums, partner agency events, etc. The CONSULTANT will be responsible for scheduling, coordinating, and attending these meetings. Broward MPO Committee Meetings should be used as the traditional “public meeting,” where the public is given the opportunity to comment on the LRTP, and these meetings should piggyback on Broward MPO Technical Advisory Committee (TAC), Community Advisory Committee (CAC), Broward MPO Board, Local Coordinating Board (LCB), Freight Transportation Advisory Committee (FTAC), and Complete Streets Advisory Committee (CSAC) Meetings, as appropriate.

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

SUBTASK 3.3 - BASELINE SURVEY

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

SUBTASK 3.4 - MEDIA OUTREACH

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

SUBTASK 3.5 - STAKEHOLDER ENGAGEMENT

The CONSULTANT shall be responsible for ensuring outreach and engagement efforts with key partners and stakeholders. Those partners and stakeholders should at a minimum include: Federal partners such as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), Broward’s 31 municipalities, relevant Broward County Government departments (Transit, Planning, Engineering, Aviation and Environmental Management, Port

Everglades, etc.), the Florida Department of Transportation (FDOT), the Seminole Tribe of Florida, Florida's Turnpike Enterprise, and the State Historic Preservation Office (SHPO). This outreach should ensure that stakeholder input is incorporated into all elements of the LRTP and should be ongoing. The final LRTP list of funded and unfunded needs should reflect robust engagement with planning partners throughout the process.

SUBTASK 3.6 - EDUCATION & OUTREACH MATERIALS/PUBLICATIONS

The CONSULTANT shall create a theme and branding consistent with the 2045 LRTP (Commitment 2045) to produce education and outreach materials and publications that inform the public about the Plan and ways to provide input. The theme and branding should build on branding efforts of the 2040 LRTP, and should be included on all materials. Potential materials for the CONSULTANT to produce should include, but are not limited to: brochures, fact sheets, informational booklets, rack cards, and flyers. These materials should be branded with the MPO's logo, website, phone number, and other appropriate information. The CONSULTANT will translate any of these materials into Spanish, Creole, or Portuguese upon request by the MPO. The materials produced should be easily useable by stakeholder partners in their own outreach activities e.g. eblasts, website and newsletters.

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

SUBTASK 3.7- DIRECT MAILINGS

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

SUBTASK 3.8 - PROJECT WEBSITE

The Broward MPO will host the 2045 LRTP website as a page on www.BrowardMPO.org, and will be responsible for maintain that page. The CONSULTANT will be responsible for purchasing

a website domain that is easy to print (such as www.Commitment2045.org) and setting up that website to redirect to the main LRTP webpage on the Broward MPO website. The CONSULTANT will also be responsible for providing Broward MPO staff with content and graphics for the LRTP webpage. In addition, the CONSULTANT shall consider the production of an interactive map for the 2045 LRTP, where members of the public can click on an area on the map and leave comments.

SUBTASK 3.9 - SOCIAL MEDIA

The CONSULTANT will produce content, short videos, pictures, and infographics for placement on various Broward MPO social media platforms, including: Twitter, Facebook, YouTube, and Instagram.

SUBTASK 3.10 - EVALUATION OF PUBLIC PARTICIPATION PLAN

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

- Outreach Meetings/Committee Meetings/E-Townhalls
 - The CONSULTANT will track the number of attendees at each meeting, and log each comment received.
 - The CONSULTANT will develop questions to evaluate participation from different communities in the Broward region, such as requesting zip code information.
 - The CONSULTANT shall analyze the extent to which input and comments received are pertinent and applicable to the LRTP process, showing understanding of the projects as a result of the information provided.
- Project Website
 - The CONSULTANT will provide data on the following 2045 LRTP website information:
 - Site visits and page views
 - New vs. returning visitors
 - Site referred to the website
 - The Google translator feature, and track the extent to which it is used, if possible
 - Provide a “lessons learned” website report to document outreach efforts and results
- Social Media

- The CONSULTANT shall be responsible for pulling information from various Broward MPO social media platforms (including Facebook, Twitter, Instagram, and YouTube), and analyzing the impact of the LRTP posts on those platforms, such as number of views.

SUBTASK 3.11- DOCUMENTATION

The CONSULTANT shall prepare Technical Report #1, a summary of all outreach activities undertaken as part of the 2045 LRTP update. Technical Report #1 will include a comprehensive summary of all public comments received during the development of the Plan. This should be a comprehensive report of all outreach activities, large and small, as part of the 2045 LRTP. Technical Report 1 should be produced in an easy to understand manner, so that future outreach plans can gain insight from this effort. This document should be part of the appendix of the final 2045 LRTP Update.

Deliverables:

- a) Public Participation Plan
- b) Outreach Meetings
- c) Broward MPO Committee Meetings
- d) E-Townhalls
- e) Technical Report #1
- f) Web site
- g) Survey

TASK 4 – DATA

The CONSULTANT shall compile and review all documents and data pertaining to Broward's multimodal transportation system and existing and forecast travel activities in the area. These documents may include, but are not limited to, base and horizon year socio-economic data developed by the MPO, state and federal statutes, airport master plans, seaport master plans, 2040 RTP, transit on-board survey data, roadway data, local and statewide and local freight and goods movement studies, Broward County Transit (BCT) and South Florida Regional Transportation Authority (SFRTA) Transit Development Plans, MPO Bicycle Pedestrian Safety Action Plan, 2060 Southeast Florida Regional Vision Blueprint report, Florida Transportation Plan (FTP), State Highway Safety Plan (SHSP), FDOT's Strategic Intermodal System (SIS) plan and environmental plans such as the Southeast Florida Regional Climate Change Action Plan.

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

Data necessary to support development and measurement of GOMs will be collected, and in some cases created, by the CONSULTANT. The CONSULTANT is expected to identify GIS and other mapping data needs early in the project schedule to support analysis and other LRTP tasks. The CONSULTANT is responsible for collecting relevant GIS layers, mapping and data. The MPO will provide the CONSULTANT a list of available GIS layers, maps and data and supply requested materials electronically, when feasible, to the CONSULTANT.

SUBTASK 4.1 - SOCIOECONOMIC DATA

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

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

- Worker occupation of population in households.

MPO staff will prepare a draft socioeconomic data forecast for 2015 (base-year) within the MPO planning area. The CONSULTANT shall check this data for accuracy, consistency and suggest corrections or modifications as necessary.

The CONSULTANT shall prepare the socioeconomic data forecast for the 2045 (horizon-year). The 2045 forecast will consist of three parts: Population and Household data, Employment data and Hotel/Motel and School enrollment data.

SUBTASK 4.1.1 - POPULATION AND HOUSEHOLD DATA

The CONSULTANT shall obtain the 2045 population and household data forecasts by TAZ developed by the Broward County and shall use those forecasts as the starting point for this task. The CONSULTANT shall review those forecasts and document any anomalies and/or inconsistencies found in the County's forecasts. The CONSULTANT shall also insure that this data is consistent with the University of Florida's Bureau of Economic and Business Research (BEBR) forecasts. The CONSULTANT shall submit the forecasted control totals to MPO staff for review and approval. Upon approval of the control totals, the CONSULTANT shall then allocate the data to the Traffic Analysis Zone (TAZ) and Micro Analysis Zone (MAZ) geographies as appropriate.

SUBTASK 4.1.2 - EMPLOYMENT DATA

The CONSULTANT shall also develop a forecast of employment for the horizon year 2040. The CONSULTANT shall develop and use a methodology approved by the BMPO. The CONSULTANT shall start this task by reviewing the 2015 base year employment data. The CONSULTANT shall use appropriate sources to develop the forecast of employment. The CONSULTANT shall also review and incorporate future land use development data from the Broward County Planning Council (BCPC) and municipalities into their forecasts. The CONSULTANT shall develop control totals from appropriate sources. The CONSULTANT shall submit the forecasted data to MPO staff for review and approval. Upon approval of the forecast by the MPO, the CONSULTANT shall then allocate the data to the TAZ and MAZ geographies as appropriate.

SUBTASK 4.1.3 - HOTEL/MOTEL SCHOOL ENROLLMENT DATA

The CONSULTANT shall develop a forecast of school enrollment and Hotel/Motel units for the horizon year 2045. The CONSULTANT shall use all appropriate sources to update the hotel/motel data. The CONSULTANT shall coordinate with the Broward County School Board and the local universities to develop the school enrollment data forecast. Upon approval of the forecast by the MPO, the CONSULTANT shall then allocate the data to the TAZ and MAZ geographies.

The CONSULTANT shall use interpolation to develop two interim year zonal data sets for the Years 2025 and 2035. The CONSULTANT shall utilize Geographic Information System (GIS) applications to prepare maps and graphs showing socioeconomic variables by TAZ and MAZ for

2015 and 2045. The GIS maps should be based on density per square mile to avoid bias due to the difference in TAZ areas.

SUBTASK 4.2 - PEDESTRIAN, BICYCLE AND GREENWAYS DATA

The pedestrian, bikeways and greenway data will be used to inventory the existing pedestrian facilities and bikeways networks within the MPO planning area. MPO staff in cooperation with the Bicycle/Pedestrian Coordinator and FDOT will transmit to the CONSULTANT the available sidewalk and bikeway data. The CONSULTANT will be responsible for ensuring that this information is both accurate and up to date and for suggesting corrections or modifications as necessary. The CONSULTANT shall use GIS to produce the existing pedestrian, greenways and bikeway facilities maps. The CONSULTANT shall identify on these maps major traffic generators for pedestrian and bicycle trips such as schools, beaches, major employers and others.

SUBTASK 4.3 - WATERBORNE TRANSPORTATION NETWORK DATA

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

SUBTASK 4.4 - FREIGHT TRANSPORTATION NETWORK DATA

The 2015 and 2045 highway network will be used to identify projects that would provide for the safe and efficient movement of freight and goods. MPO Staff will transmit to the CONSULTANT the freight and goods movement data available to the MPO such as the *Southeast Florida Regional Freight Plan*, *Urban Freight/Intermodal Mobility Study* and from other outreach initiatives to the freight industry. The CONSULTANT will be responsible for ensuring that this information is both accurate and up to date and for suggesting corrections or modifications as necessary. The CONSULTANT shall coordinate the above mentioned activities with the Southeast Florida Transportation Council (SEFTC) and the Regional Freight Study CONSULTANT for consistency and to avoid duplication of efforts.

SUBTASK 4.5 - TRANSIT DATA

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

- a. Broward Commitment 2040 Long Range Transportation Plan (LRTP)
- b. SEFTC Regional Transportation Plan
- c. Broward County Transit Comprehensive Operational Assessment reports

- d. Origin-Destination survey reports for Tri-Rail, Broward County Transit, Florida DOT, and community bus services
- e. SFRTA Strategic Regional Transit Plan (SFRTA)
- f. Transit Development Plans (TDP) – SFRTA and BCT
- g. Corridor Studies:
 - i. MPO Congestion Management Process/Livability Planning projects
 - 1. Hollywood/Pines Corridor Project
 - 2. University Drive Alternatives Analysis
 - 3. State Road 7 Corridor Project
 - 4. Oakland Park Boulevard AA
 - 5. Broward Boulevard Transit Study
 - ii. BCT US1 Transit Study
 - iii. Tri-Rail Coastal Link Study
 - iv. Central Broward East-West Transit Study
 - v. All Aboard Florida
- h. A Framework for Transit Oriented Development in Florida (www.ftod.com)
- i. FDOT District 4's preliminary regional transit plan background research (2011) consisting of regional transit plans conducted throughout North America and plans completed in recent years in the Southeast Florida region
- j. FDOT's transit passenger on-board surveys
- k. Transportation Elements of County and local Comprehensive Plans
- l. Fort Lauderdale-Hollywood International Airport Master Plan Update
- m. Port Everglades 2014 Master/Vision Plan
- n. Transit System Maps from BCT, RTA, MDT, Palm Tran
- o. Community Bus Services system maps
- p. Other plans and reports

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

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

SUBTASK 4.6 - TRANSPORTATION SYSTEM MANAGEMENT AND OPERATIONS DATA

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

SUBTASK 4.7 - ELECTRONIC DATA INVENTORY

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

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

SUBTASK 4.8 - DOCUMENTATION

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

Deliverables:

- RTP Requirements Checklist
- 2045 Socioeconomic Data Sets
- Electronic Data Inventory
- Technical Report #2

TASK 5 – GOALS, OBJECTIVES AND MEASURES/PERFORMANCE MEASURES

The purpose of this task is to identify the 2045 LRTP goals, objectives and measures of effectiveness/performance measures (GOMs). The 2045 LRTP will look to implement new and innovative transportation system performance measure that de-emphasize traditional road “congestion” in lieu of broader desirable transportation outcomes. The update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors reflected by the LRTP’s GOMs to identify future transportation needs. Transportation “needs” may go beyond infrastructure investments to include changes in policy and legislation necessary to support the future, not past, investments to support one of the largest metropolitan areas in the United States.

The 2045 LRTP GOMs should further the vision set forth by the MPO Board of Directors that “Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.”

The 2045 LRTP should be innovative in its approach to Broward’s transportation needs and recognize the mature nature of the road network and look beyond traditional measures that focus primarily on roads. Key areas of focus should include public transportation, freight, pedestrians, bicycles, complete streets, funding, financing, extreme weather resiliency, seasonal tidal flooding, other flooding, health, age-friendly initiatives, or others as recommended by the CONSULTANT and supported by subcommittees of the Broward MPO.

SUBTASK 5.1 - GOALS, OBJECTIVES AND MEASURES REVIEW

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

GOM development requires strong public input to ensure adopted GOM/PMs address perceived areas of need or deficiency.

The Broward MPO’s 2040 LRTP GOMs can serve as a starting point, but the CONSULTANT is expected to research and propose new and innovative measures while ensuring applicable federal planning factors are included, along with requirements of the FAST ACT. The CONSULTANT shall refine and/or revise them as necessary to develop GOMs for the LRTP update in accordance with input from the public involvement process. The GOMs must incorporate the FAST Act guidance, and the guidelines in FDOT’s latest *Metropolitan Planning Organization Program Management Handbook*. The GOMs will serve as the basis for policies, programs and investments identified in the LRTP.

The CONSULTANT will ensure pedestrian; bicycle; other non-motorized transportation; transit; extreme weather and coastal and inland flooding mitigation; freight; greenways; and other transportation options are fully considered and incorporated. The CONSULTANT will consider new and emerging areas such as automobile fleet electrification, car sharing, and automation. To the extent possible, measures should be quantitative using readily available data and information. However, it is understood qualitative measures may be necessary or appropriate in some cases and may be recommended. The CONSULTANT will calculate current values for all measurable objectives. Current values will be compared against known and available targets.

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

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

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

SUBTASK 5.2 - EVALUATION CRITERIA

The CONSULTANT shall develop evaluation criteria based on the GOMs, community values and requirements outlined in *MAP-21 and the FAST Act*. The criteria will be used to evaluate and prioritize the proposed transportation improvement projects recommended in the Needs Assessment and FFP. Criteria will be both objective and subjective as appropriate. Examples of objective criteria include cost, Level-of-Service (LOS) and similar numeric assessments based on current or forecast conditions. Subjective criteria include quality-of-life measures, perceived value, consistency with the goals and objectives of partner agency plans, etc.

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

- *Safety* - To achieve a significant reduction in traffic fatalities and serious injuries on public roads;
- *Security* - To increase the security of the transportation system for motorized and non-motorized users.
- *Infrastructure Condition* - To maintain the highway infrastructure asset system in a state of good repair;
- *Congestion Reduction* - To achieve a significant reduction in congestion on the National Highway System (NHS);
- *System Reliability* - To improve the efficiency of the surface transportation system;
- *Freight Movement and Economic Vitality* - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development;
- *Environmental Sustainability* - To enhance the performance of the transportation system while protecting and enhancing the natural environment including impacts to air quality; and
- *Reduced Project Delivery Delays* - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

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

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

SUBTASK 5.3 - BROWARD MPO PROJECT PRIORITIZATION PROCESS

The CONSULTANT will work with the PM and Broward MPO staff to develop a clear and defensible approach to project prioritization, documentation, partner process guidance/education piece on process, and recommend and develop a spreadsheet or database program to implement, create reports and maps. The prioritization process will consider GOMs, project readiness, type of funding required versus available, economic benefit analysis and other metrics as recommended by the CONSULTANT for consideration.

The Broward MPO and its funding partners wish to incorporate resolutions of support and clear project descriptions (i.e., scope of work) for all projects included in the LRTP. The CONSULTANT will, with MPO support, work with the “project sponsors” to develop clear project descriptions. The CONSULTANT will be responsible for working with the “project sponsors” to obtain resolutions once a draft LRTP is accepted, but prior to LRTP adoption.

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

SUBTASK 5.4 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #3 titled *Goals, Objectives and Measures of Effectiveness* to describe the development of GOMs and the relationship Goals - Objectives to the Performance Measures/Measures of Effectiveness and how the GOMs will be used as a guide to the plan development and how Performance Measures will be used to prioritize projects.

The CONSULTANT will prepare Technical Report #4 titled *Broward MPO Project Prioritization Process*.

Deliverables:

- Technical Report #3
- Technical Report #4

TASK 6 – FINANCIAL RESOURCES

The CONSULTANT shall develop a Financial Resources deliverable for the period through 2045 that describes revenue projections and assumptions supporting the projections. This analysis is crucial to the accuracy of the financially feasible plan development. The financial feasibility report shall include at minimum the following:

- Public and private sources reasonably expected to be made available; and
- Innovative financing techniques to fund existing project costs as well as the capital and Operations and Maintenance (O&M) costs of proposed projects (i.e., techniques may include new starts, tolls, taxing districts, new funding sources, local option tax, private funding and congestion value pricing).

This task will be led by the CONSULTANT. However, the CONSULTANT shall use any data available from the MPO, FDOT and other agencies involved in planning and funding of transportation projects. The task will assess the financial resources that may be available for funding transportation improvements during the LRTP planning period. The work will consist of the identification and evaluation of existing and prospective transportation improvement funding sources, assessment of funding levels available during each of the interim years of the LRTP planning period, and assembly of broad schedules of financial capacity between the present and 2045 to help guide the development of the LRTP.

The CONSULTANT shall identify funding eligibility for each source used in the plan. For example, regional funds can be spent on regional facilities, and Florida Intrastate Highway System (FIHS)/Strategic Intermodal System (SIS) funds cannot be spent on local roads. The CONSULTANT shall investigate the use of “flex” funding as allowed to shift from funding highway projects to other modes such as mass transit and/or from capital to O&M.

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

Based on the above information, the CONSULTANT shall forecast potential financial resources for interim and horizon years 2025, 2035 and 2045 to build transportation improvements as documented in the Needs Assessment.

The CONSULTANT will document that funds are available that match the costs of transportation improvement projects recommended for inclusion in the 2045 LRTP. This includes both capital and operations and maintenance funding. This approach will help ensure construction can be reasonably expected to be completed in the LRTP timeframe.

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

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

SUBTASK 6.1 - DOCUMENTATION

The CONSULTANT shall document the financial resources task in Technical Report #5 titled *Financial Resources*. The report shall include detailed analysis of types of available and potential funding sources allocated for transportation improvement during the LRTP planning period, i.e., FY 2020 through 2045 (transportation improvements between FY2018 and 2023 will be committed in the TIP).

Deliverables:

- Technical Report #5

TASK 7 – TRANSIT SCENARIO DEVELOPMENT AND ANALYSIS

The 2045 LRTP will try to answer several important transit questions including: What should the role of transit be in the region? How does transit fit into a multi-modal system? How can transit fit in an auto-dominated area? What type of land use best supports transit? Should transit focus on serving transit-dependent populations or choice riders or both? How do we fund operations and maintenance? What is Broward's transit vision?

The following outcomes identify some of the expected results of this effort. It should be noted that the outcomes are interlinked and do not necessarily follow in any particular order. The process as a whole will be an iterative one and should consider land use and economic analysis throughout.

1. Travel Demand & Transit Market Research, including model runs, and land use strategies resulting in a deliverable identifying market needs and future trends. Utilize the regional travel demand model to determine likely commute sheds for the region that are best suited for transit. The analysis should include an examination of commuting and land use patterns that are likely to generate ridership to support enhanced transit service such as commuter rail, light rail, Bus Rapid Transit, Express Bus, and other alternatives to the single occupant vehicle.
2. Transit Needs on corridors and at hubs, resulting in a deliverable identifying a framework of corridors and origin/destination pairs with potential modes and levels of transit service. Identification of transit system service modifications and enhancements where needed throughout the region to further increase the effectiveness of a regional transit system.
3. Priority Rankings, resulting in a deliverable that identifies a priority list of transit projects and evaluation criteria used to develop and rank each project. The prioritization should consider all modes, length of corridors, land development patterns, future congestion, ROW availability, potential environmental issues, cost, safety and security and other relevant factors
4. Financial Plan, including a deliverable that looks at existing costs and forecasts future costs and potential funding sources for implementation and operation for the transit system.
5. Implementation strategies, including the incorporation of plans, studies, or initiatives from partner agencies.

SUBTASK 7.1 - TRANSIT SCENARIOS

The CONSULTANT, in coordination with the Transit Steering Committee (which may include BCT, SFRTA, and others), shall develop up to five (5) scenarios that encompass distinct visions for the transit future of Broward. Scenarios will consider various factors, including GOMs, land-use, employment density, transit service-level, climate change, sustainability and resiliency, transportation, and housing. Scenarios are not financially constrained. The scenarios can incorporate planned future or modified future land use patterns. Some possible example scenarios include:

Bus Emphasis – serves “trend” land use (2045) with a combination of primarily bus service including: local, express, and Bus Rapid Transit (BRT), which may or may not be in an exclusive guideway.

Transit Flexible - serves “trend” land use (2045) with a combination of bus and rail transit.

Transit Corridors – alternative future land use that focuses growth along designated high intensity transit corridors and/or around transit hubs served by premium transit generally in exclusive guideways.

The scenario planning component should result in the deliverable of a shared community vision to guide future transit investment and development in Broward. The scenarios should provide the backdrop for Task 7.4 Alternatives Development.

The CONSULTANT should also use scenario planning as a community engagement tool and allow the public to provide input on their desired vision to guide future development in Broward. The CONSULTANT should identify effective methods that clearly communicate future visions in the clearest way possible to the public and community stakeholders.

The CONSULTANT will identify and assess the most important mid- and long-term market trends in South Florida that should be considered in developing the Transit Vision. These will likely include a mix of social, economic, environmental, and real estate development topics that will influence travel patterns, behaviors, and inclinations to using transit.

The CONSULTANT will assess the region’s potentials for redeveloping to denser forms at a subarea level to locate areas and corridors that could be more effectively served by transit in the future. The CONSULTANT shall consider barriers to constructing high density, mixed use

developments and measures that lead to availability of mixed-use/urban/in-fill products by the local building industry.

Deliverables:

- Technical Report #6 Transit Scenarios

SUBTASK 7.2 - TRANSIT DEMAND

The CONSULTANT shall develop and document methodologies to forecast transit demand to be used in the transit scenario evaluation, utilizing the latest version of Southeast Regional Planning Model (SERPM) and/or other supplemental methodologies to finalize corridor level forecasts as needed for applicability to the transit corridor planning activities. The CONSULTANT will request and receive approvals from the PM on the methodology recommendations prior to utilization.

The CONSULTANT may utilize census data, recent origin and destination studies, FDOT District 4's regional transit plan background research, SFRTA Strategic Regional Transit Plan "Trip Flows" analysis, and the most up-to-date SERPM to help identify existing and future (year 2045) demand travel patterns.

The CONSULTANT will be expected to identify and map demand flows all of Broward County and Southeast Florida region, as necessary for County and Super zone analysis, at various levels including:

- County – flows between and across county lines
- City – flows between and across city lines
- Super zones – flows between and across super zones

The CONSULTANT will prepare a series of maps that show directional trip flows at different levels (i.e., external, county, city, etc.) overlaid with existing transportation corridors, various land use conditions, income levels and other types of land use, demographic and market trends collected in other tasks. The CONSULTANT will utilize the trip flow maps to work with the study partners to identify potential regional transit corridors beyond the Existing + Committed (E+C) network and the 2040 LRTP. Deficiencies in the existing system (2040 E+C) will be identified. These maps will be used to assist the study partners in the evaluation of existing and planned transit corridors as well as the identification of new or alternative regional transit corridors. A

technical memorandum summarizing the trip flow analysis methodology, data, and findings shall be completed.

The CONSULTANT shall provide MPO with data analysis steps and document assumptions made in travel demand modeling or any other data analysis. Travel Demand Model input and output data shall be made available to MPO. All GIS data shall also be made available to MPO.

SUBTASK 7.3 - MARKET SEGMENTATION

The CONSULTANT shall conduct research and analysis that will:

1. Identify and understand the strongest potential transit markets in the Broward region that would benefit from:
 - a. Improved local transit service, either through new routes or increased levels of service
 - b. premium transit services in terms of geography, socio-economic characteristics, and travel characteristics
 - c. express bus service, similar to existing service that MDT and BCT provide with FDOT funding
 - d. community bus service
 - e. Ensuring that complementary, not competitive services are developed to serve these transit markets
2. Identify and assess the most important trends that may impact future travel behavior and may influence the necessary transit services.

The research should identify underserved transit markets as well as those that would respond to enhancements to existing premium services. The market segmentation analysis should identify groups of potential users of premium transit services that have similarities in characteristics, geography, and needs and who are likely to exhibit similar travel behavior and/or responses to changes in mobility including new and adjusted transit services. The CONSULTANT will develop and execute a research and analysis plan that will:

1. Identify and differentiate segments of the traveling public as potential users of transit services.
2. Identify the necessary characteristics of local, enhance and express transit services that will attract these segments.

3. Ensure that complementary, not competitive, services are developed to serve these transit markets

Develop an effective focused effort and schedule to gather this market information. Consider design, use, applicability and effectiveness of survey, focus groups and other methods. This analysis will consider the following:

1. Assess and map regional demographics in terms of population and employment densities, residential earning levels, car ownership, number and densities of jobs by earning level, children, and other characteristics that could influence transit utilization.
2. Identify high commute travel interchanges found from the U.S. Census American Community Survey, National Household Travel Survey, Journey-to-Work data, and other sources.
3. Determine high travel O-D pairs for other trip purposes from SERPM

Present the research and analysis plan to the steering committee via the project manager for approval prior to execution.

Deliverables:

- Technical Report #7 - Regional Travel Demand Analysis - draft and final
- Technical Report #8 - Market Segmentation Study Plan and Schedule—draft and final
- Series of Maps identifying travel patterns/trip flows

SUBTASK 7.4 - DEVELOPMENT OF CORRIDOR SERVICE CHARACTERISTICS

The CONSULTANT shall utilize past studies and guidance documents, study partner staff knowledge, and industry expertise to develop and define the transit service characteristics for corridors and origin/destination pairs that comprise the system. The transit corridor characteristics should include but not be limited to travel speeds, capacity needs, technology and guideway (shared or exclusive), station/ stop spacing, peak/off-peak frequencies, and service hours.

The corridor service characteristics should consider various options including exclusive bus lanes, the use of toll/managed/HOV lanes, Bus Rapid Transit, enhanced local bus service, streetcar, fixed-guideway modes including light rail and commuter rail, and any other reasonable alternatives. Consider options to enhance local bus service, opportunities for limited stop

service, and potential premium transit corridors. Consider express bus service to meet travel needs within and beyond the Broward County limits. The CONSULTANT will also identify and recommend modal/alignment/corridor links and transfer location options that will serve as inputs to demand model testing.

- Service levels - Consider the opportunities for one-seat service, and the options for seamless transit transfers that enhance the one-seat service. Among the factors in seamless transit transfers are the proximity of transfer points, the fare media interoperability.
- Fare media – Establish fare policy assumptions. Consider the end user and the impact on transit transfers. Consider inter-system fare policies.
- Maintenance facilities – Consider existing and future needs for maintenance facilities and establish a process for evaluate alternate locations and operating arrangements between systems. The need for maintenance facilities by necessity will be different based on rail and rubber tire technologies, although there should be consideration for co-location of facilities as warranted.
- Park and Rides –The CONSULTANT should develop an approach to identify the purpose and need for a park and ride system, define the travel needs that the park and rides will serve, and the size, extent, and general character of a system. Utilize the results from FDOT’s park and ride master planning work as appropriate. For the purposes of the Transit Vision, it may not be appropriate to define the specific locations of park and ride facilities. The TRANSIT VISION should establish a process for evaluating specific sites based upon a system wide service network that connects the existing and proposed park and ride system to major employment centers and other destinations.
- ITS options - The CONSULTANT should be familiar with the ITS options in the Broward region as they relate to the Transit Vision and be prepared to incorporate systems engineering as described in the Federal Register. Systems engineering should be an important aspect of building a regional transit network. Federal Regulations (23 CFR 940.11) require that “all ITS projects funded with highway trust funds shall be based on systems engineering analysis.” At the implementation stage ITS technology will be an integral part of a transit network.

SUBTASK 7.5 - IDENTIFY HIGH OPPORTUNITY CORRIDORS

Identify high-opportunity corridors and point-to-point service pairs (such as Southwest Broward County to Miami Civic Center). The CONSULTANT will develop a process and criteria to screen all potential transit corridors of regional significance. This screening shall be accomplished using background information from past region-wide studies, and assumptions from corridor specific studies. This screening, done in close coordination with the study partners, will help identify the highest opportunity corridors and concepts for further study. For each corridor, a potential alignment will be recommended for additional evaluation based upon ridership potential, land

use (with an emphasis on FTA land use criteria and projected densities), availability of right-of-way (ROW), ease of implementation, demographics, and other considerations.

Initial Travel Demand Measurement

Utilizing service characteristics, develop a transit operating plan for each high opportunity corridor and point-to-point service pair. The operational plans shall include:

1. Service standards
2. Station locations and transfer points
3. Travel times
4. Headway (by time period)
5. Fare structure
6. Hours of service
7. Type of vehicles
8. Number of vehicles required
9. Peak load capacity
10. Vehicle miles travelled
11. Vehicle hours travelled
12. Operating costs
13. Transfer costs

Develop Ridership Forecasts

Determine the projected ridership based on the travel demand model and any reasonable assumptions concerning land use, economic development, or job growth. Evaluate each high opportunity corridor as a singular addition to the 2045 existing-plus-committed network. Wherever applicable, utilize previous model runs for the individual high opportunity corridors (whether from the SFRTA Strategic Regional Transit Plan (SRTP) or individual project studies), with adjustments to reflect new socio-economic data. These individual model runs will form the basis of ridership and revenue estimates for the high opportunity corridors. The CONSULTANT will estimate demand and mode split for each corridor. Compare transit versus auto travel times by corridor. In addition to the standard analysis performed for each individual corridor, the CONSULTANT may need to model certain corridors with changes to the planned highway

network in order to test the impact of reduced future highway capacity (i.e. “take a lane”) in a given corridor and the effect of transit ridership.

Deliverables:

- Corridor Assessment and Preliminary Network Development
- Various maps, including large maps for study partner workshops
- GIS database of highest opportunity corridors
- Technical Report #9 - High opportunity corridor screening process and results

SUBTASK 7.6 - TRANSIT SERVICE COST ESTIMATES

Develop Initial Costs for Implementation and Operation

Develop an operating financial plan consistent with FTA guidance and include a sensitivity analysis of factors impacting financial projections. The financial plan shall include both Capital and Operations & Maintenance projected costs. The CONSULTANT will develop generalized capital (i.e., infrastructure, rolling stock and facilities) and generalized annual operating and maintenance costs for each corridor based upon the service characteristics and technologies for each corridor.

Projected Capital Costs

The CONSULTANT shall prepare a cost estimation methodology that can be used to update and modify corridor assumptions to test various implementation approaches, including phased implementation through the use of low capital technologies early with more capital-intensive improvements during later phases. To the extent possible, local cost experiences should be identified and utilized by the CONSULTANT in preparing cost estimates. Consider recent construction material and local labor costs.

Estimated Operating and Maintenance Costs

The CONSULTANT shall document the financial information and trends included in the SFRTA Strategic Regional Transit Plan, Regional Transportation Plan, Transit Development Plans, and other Southeast Florida studies documented in FDOT District 4’s regional transit plan background research work. This information should be used to develop a cost estimate for both the capital and O&M components of the existing-plus-committed baseline network. A summary of how the E+C (with emphasis on the “committed” projects) is expected to be funded will be produced.

Funding scenarios

The CONSULTANT will work with the study partners to identify potential funding opportunities and appropriate partners for each corridor. The CONSULTANT shall explore a menu of traditional and non-traditional funding sources for both the capital and O&M components of a transit system. Refer to existing research, such as *Funding the Future We Want* from Speak Up Broward, Phase I, at the following link:

(http://www.browardmpo.org/userfiles/files/Funding%20the%20Future_FINAL.pdf)

Additional information to consider are the funding sources in the SFRTA SRTP and FDOT District 4 background research of regional transit plans throughout North America, along with other practices currently in use or under consideration across the globe. Consider Tax-Increment Financing (TIF) and value capture where there is the potential for denser redevelopment. Consider the potential for redevelopment of publicly-owned park-and-ride lots and the opportunity to generate revenues for transit O&M.

Identify a range of increments and revenues for each funding source, along with packages of combined funding sources. These mixes of individual and packaged funding sources shall be applied to cover the capital and O&M costs of the potential transit networks identified. Determine which funding sources may be most appropriate for specific corridors, such as Tri-Rail Coastal Link, or types of point-to-point service, such as regional express bus service.

Public Private Partnerships (P3)

Explore options to use private financing as both a financing and a delivery mechanism. Consider approaches to reduce public funding shortfalls and accelerate project development. Analyze the finance charges of P3s, as these can add to costs over the long term.

Deliverables:

Technical Report #10 - charts summarizing cost estimation methodology, general capital and O&M unit costs, and costs for each high opportunity corridor, documenting funding details for the region's existing transit services, summarizing the estimated costs and funding details of the

E+C baseline network, Technical Memorandum identifying range of funding possibilities and application of funding sources to the regional transit network(s)

SUBTASK 7.7 - PEER EXCHANGE

The CONSULTANT shall pursue opportunities for peer exchanges and similar programs early in the process, both locally and from around the country, to learn best practices and successful applications of past Transit Visions. For example, the FHWA's Transportation Planning Capacity Building (TPCB) Scenario Planning Program has peer-to-peer exchanges available for government agencies. This assessment should include an understanding on how transit services in peer cities and regions are funded. Recommendations on an operational and capital funding structure shall also be included in this assessment.

Deliverables:

- Technical Report #11 - Peer Exchange Summary Report

SUBTASK 7.8 - RECOMMENDATIONS

Transit Network Variations

The CONSULTANT will prepare a preliminary assessment of each corridor utilizing the evaluation criteria, ridership projections, and other materials developed. The CONSULTANT will evaluate and compare multiple transit networks. Analysis of the networks shall measure whether specific corridors perform better individually or as part of a network, and identify whether corridors complement each other. These network variations could include groupings or packages of corridors with emphases on specific characteristics or purposes (such as mode, ridership, costs, ease of implementation, adjacent land use characteristics, development/redevelopment potential, etc.).

Preferred Network Development

The CONSULTANT, in close coordination with the PM and Transit Steering Committee, will utilize the corridor assessment and preliminary network development performed to develop a draft preferred regional transit network. Detailed capital and O&M cost estimates will be developed and determined for the preferred regional transit network.

The CONSULTANT will further apply various evaluation criteria, financial considerations and their expertise to recommend a prioritized implementation of projects/corridors included in the preferred regional transit network. Projects with the potential for a more cost-effective phased

implementation will be identified along with a potential phased implementation plan and appropriate funding sources for each corridor. Consider options with emphasis on Federal and state opportunities, and options with an emphasis on public/private partnerships for the Preferred Network.

The CONSULTANT will provide a draft version for review and final version (25 hard copies and 10 CDs), with PowerPoint presentation detailing justification for and recommendation of the prioritized list of transit projects.

Deliverables:

- Technical Report #12 – Transit Vision Report Draft preferred regional transit network and its
- Technical Report #13 - Evaluation Criteria, Screening and Initial Project Prioritization

SUBTASK 7.9 - IMPLEMENTATION PLAN

The CONSULTANT shall develop a functional implementation plan as a part of the Transit Vision, with near-term, mid-term, and long-term projects and initiatives. Identify implementation actions, cost responsibilities), responsible parties, and applicable time frames. Consider the availability of funding sources such as a local option tax or federal funding and the level of certainty that each implies. Identify a mechanism for regular monitoring and reporting on the status of plan implementation.

In addition, the CONSULTANT shall link implementation of the Transit Vision element of the LRTP to development or implementation of other plans, studies, or initiatives that have common or complementary purposes. The intent is to effectively link efforts to improve results; facilitate the integration of issues (e.g., transportation, housing, economic development, education, health, environment); strengthen intergovernmental, interagency and public-private sector relationships; support leveraging of resources; allow avoidance of situations where work is duplicated or at cross-purposes; build constituencies for greater transportation choice; and provide for more effective engagement of the public.

Deliverables:

- Technical Report #14 - addressing implementation of the Transit Vision and linking implementation of the plan to development or implementation of other plans, studies, or initiatives
- Task 7 Report that can be used to distribute to stakeholders identifying the major findings and next steps towards implementation e.g. brochure, fact sheet or flyer.

TASK 8 - MODEL SUPPORT

This task includes the review of the model structure, the transportation networks and the travel flows to ensure the forecasts used to build the LRTP are reasonable. The CONSULTANT shall review and suggest, if necessary, model specification adjustments and highway and transit network coding updates to reflect 2025, 2035 and 2045 conditions in order to produce accurate and dependable travel forecast projections. The CONSULTANT shall coordinate with SEFTC and FDOT to ensure the regional transportation network reflects the LRTP. Updating (coding) the network is the responsibility of the RTP's CONSULTANT. The CONSULTANT shall coordinate with neighboring MPOs and the RTP's CONSULTANT to ensure consistency and avoid duplication of efforts.

SUBTASK 8.1 - MODEL REVIEW AND ANALYSIS

The CONSULTANT shall review the model validation results to identify the strength and weakness of the travel model, identify links where the model tends to over report and under report trips and determine how the model output should be adjusted to develop the needs assessment and LRTP.

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

SUBTASK 8.2 - EXISTING + COMMITTED NETWORK REVIEW

This task is primarily directed at compiling Existing + Committed (E+C) transit and highway networks for the Year 2015 condition, which is the end year in the latest available Transportation Improvement Program (TIP). Transportation projects in the TIP are considered committed. The CONSULTANT shall review the accuracy of the E+C network and suggest corrections or modifications as necessary to the RTP CONSULTANT, who is responsible for the coding of the E+C network. It is the responsibility of the CONSULTANT to coordinate modeling efforts with the RTP CONSULTANT.

SUBTASK 8.3 - FORECASTED TRIP PATTERNS REVIEW

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

- Counties
- Transit Adjacent Development
- Corridors

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

SUBTASK 8.4 - TRANSIT VISION

The CONSULTANT will run SERPM for up to five scenarios identified in Task 7 to prepare a demand forecast.

SUBTASK 8.5 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #15 titled *Travel Model Support* detailing guidelines required for those cases where model modifications should be performed or where alternative methods have been incorporated by the RTP CONSULTANT to improve model results.

Deliverables:

- Technical Report #15 – *Travel Model Support*

TASK 9 - NEEDS ASSESSMENT

The purpose of this task is to analyze the deficiencies of the E+C transportation facilities in coping with transportation demands in 2045 and develop a list of prioritized transportation needs/projects. The 2045 socioeconomic data, in addition to potential bicycle, pedestrian greenways and waterborne activities, will be used to develop the travel demand estimates. The Needs Assessment is an attempt to identify the transportation infrastructure needed to accommodate future travel demand and to address safety issues without regard to economic, local, or political considerations. In this task, the CONSULTANT should review the Broward MPO's corridor plans, mobility hub plans, and current and proposed operational plans of the transit providers. The needs list will also consider measures to reduce greenhouse gas emissions, the potential climate change impacts and health impacts on population of the transportation system (existing and with proposed improvements).

The CONSULTANT in coordination with MPO staff will organize meetings with all partner agencies (i.e., cities, county, SFRTA, FDOT, etc.) in order to obtain local prioritized lists of needed projects.

SUBTASK 9.1 - IDENTIFY DEFICIENCIES IN THE EXISTING + COMMITTED NETWORK

The CONSULTANT shall analyze a highway and transit assignment to the regional E+C Network with the 2045 socioeconomic data to determine the deficiencies on the highway and transit networks that will occur by the Year 2045. This will represent the "do nothing alternative" since the E+C network includes committed improvements in the latest TIP but not beyond that. The CONSULTANT shall use the output from the regional model, the most current Broward Roadway Capacity and Level of Service Report, the most current Highway Capacity Manual, and other software necessary to perform this task. Capacity shortfalls will be identified using the GOMs and performance measures developed in Task 5, *Goals, Objectives and Measures of Effectiveness*. The MPO and its advisory committees, with guidance from the SC (as needed), will define the congestion levels at which a facility becomes "deficient". The adopted year 2040 cost feasible plan will be used as a starting point to develop a year 2045 needs assessment project list. Particular attention should be given to the potential inaccuracy of the validated model in simulating actual link traffic and transit ridership by route. The CONSULTANT shall develop adjustment factors to correct model forecast anomalies where applicable to improve projection results. These factors should be based on the validated model for base year 2015 and the same year traffic count and transit ridership by route information.

Capacity shortfalls for some of the above items such as the need for bikeways, pedestrian facilities, greenways and others cannot be directly evaluated using the regional travel demand model. However, the CONSULTANT may use other appropriate methods such as the pedestrian and bikeway facilities development guide books, the proposed greenway plan, the

Bicycle Suitability Map, sidewalk inventory, input from the CSAC, Transit Capacity and Quality of Service Manual (TCQSM), ITS screening, and others to evaluate transportation needs that cannot be modeled. The CONSULTANT shall develop and examine future travel desire-lines using the regional model and an aggregate of the zonal structure to assess the needs for future transportation facilities.

SUBTASK 9.2 - EVALUATE MULTIMODAL DEFICIENCIES AND SOLUTIONS

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

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

SUBTASK 9.3 - TRANSIT AND HIGHWAY NEEDS ASSESSMENT

The CONSULTANT shall develop up to four (4) alternative plans to address the capacity shortfalls identified by the regional model in the preliminary needs assessment. The CONSULTANT shall use the results of the analysis of the alternative plans to develop the final 2045 Needs Assessment for transit and highway. The Needs Assessment may incorporate the best components of the alternatives or use an alternative with elements taken from other alternatives. The final Needs Assessment will be based primarily on its capacity to promote the goals and objectives identified through public input and interagency staff recommendations. The CONSULTANT shall also address congestion and mobility issues within specific corridors, which may require a separate detailed analysis. Examples of these studies include but are not limited to Strategic Intermodal System (SIS) corridor, Airport/Seaport People Mover, Central Broward East West Transit Study, South Florida East Coast Corridor Study and the Wave Fort Lauderdale Street Car project. The CONSULTANT shall coordinate the LRTP update effort with the agencies managing those studies. Some of these studies have been completed or are underway. The CONSULTANT shall obtain a copy of each study from the appropriate agency and incorporate the study finding in the Needs Assessment process.

All proposed plan alternatives shall be described in sufficient detail to allow implementing agencies to advance projects to the next logical phase of project development. The recommended transportation improvements in each alternative plan shall be consistent with the GOMs developed in Task 5 and the input from the public, elected officials and other planning

partners. The CONSULTANT shall coordinate this task with the neighboring MPOs and FDOT. The CONSULTANT in coordination with RTP's CONSULTANT, shall use the regional model to test transit and highway (included above task). The CONSULTANT is responsible for providing data required for the coding of transportation networks alternatives in Broward County to the RTP's CONSULTANT. The coding of the transportation networks alternatives is the responsibility of the RTP CONSULTANT.

SUBTASK 9.4 - LAND USE ALTERNATIVE

A key part of the 2045 LRTP update is to provide linkage between land use and transportation infrastructures. In this subtask, the CONSULTANT shall test a "what if" scenario of the relation between the allocation of transportation resources and the growth of population and employment. The CONSULTANT shall examine and explore urban design guidelines, development strategies and financial incentives to reinforce the linkage between land use and transportation planning. The proposed strategies should address the efficiency of the transportation system and opportunities for improving transit use, reducing auto trips and trip length and encouraging non-motorized travel.

This task shall include the review of existing and planned transit supportive land uses by municipalities within the MPO boundary. The development of the socioeconomic data for this alternative shall be the responsibility of the CONSULTANT in close consultation with MPO Staff.

The CONSULTANT shall use the socioeconomic data developed under this alternative to test the proposed transportation improvements and demonstrate the relation of transportation investments, efficient land use and socioeconomic growth. The CONSULTANT should recommend changes to existing land use to better address transportation and the use of transit.

SUBTASK 9.5 - TRANSPORTATION SYSTEM MANAGEMENT AND OPERATIONS APPLICATIONS

In coordination with Task 9.3, *Transit and Highway Needs Assessment*, and the findings from Task 4, *Data Review and Compilation*, the CONSULTANT shall identify areas in the transportation system where TSM&O strategies would be applicable and beneficial. The CONSULTANT shall recommend appropriate transportation improvement projects and include these projects in the Needs Assessment.

The CONSULTANT shall recommend the type of ITS application(s) appropriate for each situation and the operational and maintenance resource needs while working with the Broward County Traffic Engineering Division, FDOT Traffic Operations and other agencies to ensure compliance with the adopted ITS architecture and standards.

SUBTASK 9.6 - FREIGHT AND GOODS MOVEMENT NEEDS

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

Fort Lauderdale-Hollywood International Airport and Port Everglades are recognized as two important facilities serving as regional economic engines. The CONSULTANT shall identify other major freight and goods generator facilities, evaluate truck traffic between these facilities and the rest of the county. The CONSULTANT shall recommend appropriate transportation improvement projects, which would improve freight and goods movements over the life of the Plan and include these projects in the Needs Assessment. The CONSULTANT shall review available reports and ongoing freight studies such as the Southeast Florida Regional Freight Plan, "Urban Freight/ Intermodal Mobility Study," the US 27 Multimodal Planning & Conceptual Engineering Study along with input from stakeholders and others to develop this task. FDOT will be acquiring a CONSULTANT to update the Regional Freight Study.

The CONSULTANT shall coordinate with the 2045 Regional Freight Study CONSULTANT and shall ensure that no duplication of efforts is taking place.

SUBTASK 9.7 - PEDESTRIAN, BICYCLE AND GREENWAYS NEEDS

As population increases, the construction of bicycle, pedestrian and greenway facilities as an alternative to automobile travel becomes increasingly important. To meet the transportation needs of those individuals who walk and/or bike for mobility, the MPO is focusing on meeting those needs within the LRTP.

The CONSULTANT shall review the available Bicycle Facilities Plan, the Bicycle Suitability Map, sidewalk inventory, greenway plan, Complete Streets Master Plan, Bicycle and Pedestrian Safety Action Plan, Multimodal Level of Service Tool, and meet with the CSAC and local governments to develop the Bicycle, Pedestrian and Greenway Needs Assessment. The CONSULTANT, in cooperation with MPO staff, shall estimate an appropriate LOS for the existing bikeways and sidewalks. The needs plan should focus on improving and enhancing LOS for areas especially around schools, beaches, major traffic generators, transit stops/stations and other locations identified by the CONSULTANT. The CONSULTANT shall examine existing roadway conditions as they relate to bicycle and pedestrian travel, and propose facility improvements to enhance mobility and safety of pedestrian and bikers. The CONSULTANT shall examine the proposed Greenway Plan and recommend additional extensions to this plan to meet Year 2045 travel demand.

The health benefits of more active choices such as walking and biking should be researched and documented.

The CONSULTANT shall identify steps and activities to encourage the usage of bicycle and pedestrian modes of transportation. Activities may include the distribution of safety pamphlets, the introduction of a traffic safety program in Broward public elementary schools, and the provision of materials to the different Police Departments and Sheriff Offices.

SUBTASK 9.8 - WATERBORNE TRANSPORTATION NEEDS

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

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

SUBTASK 9.9 - MOBILITY HUBS

The CONSULTANT shall coordinate with Broward MPO staff on Mobility Hub-related projects. The MPO is currently updating and revising the criteria for mobility hubs, and the CONSULTANT shall incorporate the new information into the Plan.

SUBTASK 9.10 - PRIORITIZATION PROCESS

The CONSULTANT shall apply the evaluation/prioritization criteria consistent with GOMS and earlier Tasks to rank projects by mode recommended in the Needs Assessment list of projects.

The CONSULTANT shall work with Broward MPO staff to develop evaluation/prioritization criteria that can be applied consistently across various programs, including, but not limited to CSLIP, the Complete Streets Master Plan, and overall LRTP.

SUBTASK 9.11 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #16 titled *Needs Assessment* documenting the process by which the transportation needs for the year 2045 plan were identified including highway, transit, ITS, freight movement, and other modes. The CONSULTANT shall identify the cost associated with implementing the Needs Assessment, including capital, construction, rights-of-way and operating and maintenance costs and uncertainty where applicable. The CONSULTANT shall prepare a list of projects which will include for each project the following information: a clear scope of work, a need and purpose for the proposed improvement, a cost estimate, and a resolution from the Sponsor's City/County Commission to approve the proposed project for implementation, as described in the resolution.

Deliverables:

- Technical Report #16 – *Needs Assessment*

TASK 10 - EFFICIENT TRANSPORTATION DECISION MAKING

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

SUBTASK 10.1 - PLANNING SCREEN

The CONSULTANT shall electronically submit the created list of candidate projects and supporting information to the ETAT. The ETAT will conduct preliminary assessments of the impact of candidate projects on the environment using standardized formats and criteria. The CONSULTANT shall review comments from the ETAT and provide a recommended course of action to address these comments.

SUBTASK 10.2 - ENVIRONMENTAL MITIGATION STRATEGIES

The environmental provisions of FAST ACT require that the LRTP describe the types of potential environmental mitigation activities, and potential location for these activities, to restore and maintain environmental functions that could be affected by the transportation improvements included in the LRTP. It also provides new definitions of what can be classified as a "Categorical Exclusion" or CE.

The CONSULTANT shall identify strategies to mitigate the potential impact of the new transportation infrastructure recommended in the needs assessment on wetlands, cultural

(historical/archeological) resources, water resource, threatened and endangered species habitat and other environmentally sensitive subjects. Costs for these for the environmental mitigation strategies should be considered in the overall projects costs.

SUBTASK 10.3 - DOCUMENTATION

The CONSULTANT shall develop Technical Report #17 titled *Efficient Transportation Decision Making* documenting the requirements and results of applying ETDM on the 2045 Needs Assessment and any environmental mitigation measures.

Deliverables:

- Technical Report #17 – Efficient Transportation Decision Making

TASK 11 - FINANCIALLY FEASIBLE PLAN

The CONSULTANT shall prepare the Financially Feasible Plan (FFP) using the results from previous tasks. The FFP shall include transit, pedestrian facilities, greenways, bikeways, highways, waterborne transportation, ITS, freight transportation as identified in the needs assessment, that are financially feasible and reasonably accepted by the public and elected officials. The CONSULTANT shall ensure that the final plan continues to be multimodal in nature and the recommended projects are consistent with the LRTP's vision, goals and objectives.

SUBTASK 11.1 - INTEGRATE PUBLIC COMMENTS

Public involvement is essential during the LRTP development, especially in the beginning and at the end. The FFP shall be finalized after sufficient policy review and public involvement. The CONSULTANT shall seek input from the MPO Board of Directors, its advisory committees, FDOT staff and other interested parties as part of the fulfillment of this task and as specified in Task 1, *Public Education and Outreach*. The CONSULTANT shall coordinate, schedule, and attend meetings, make presentations, take meeting minutes and keep records of information gathering efforts in such a way that is easily understood by the public and staff. MPO staff will be available to assist the CONSULTANT as specified in the PPP or as determined by the PM.

Preparation of the FFP must include documentation describing the efforts made to solicit public input and how it was used to help craft the LRTP. The CONSULTANT shall identify how the proposed Financially Feasible Plan for the transportation system meets the performance standards included in the vision, goals and objectives. When significant written and oral comments are received on the draft *2045 Long Range Transportation Plan* as a result of the PPP, the CONSULTANT shall prepare a summary, analysis, and report on the disposition of comments which will be made a part of the final *2045 Long Range Transportation Plan*.

SUBTASK 11.2 - FINANCIALLY FEASIBLE PLAN DEVELOPMENT

As per Federal and State guidelines, the FFP must be implementable by the appropriate local and state agencies. The financial feasibility will be based on the reasonably estimated future revenues expected to be available from both private and public sources to carry out the plan in a timely manner, i.e., between years 2015 and 2045. The period between 2019 (plan adoption year) and 2024 is covered in the five-year TIP and will be reflected in the FFP as committed improvements. In developing the FFP, the CONSULTANT shall demonstrate the consistency of proposed transportation investments with the projected sources of revenue identified in the Financial Resources. Using the Financial Resources Report and the cost data generated in Task 9, *Needs Assessment*, the CONSULTANT shall meet the requirements for a financial analysis as specified in FDOT's Metropolitan Planning Organization Program Management Handbook, while maximizing funding based on eligible uses.

SUBTASK 11.3 - COMPARATIVE ANALYSIS

The CONSULTANT shall perform a comparative analysis between the Needs Assessment and the FFP and identify projects that will not make the FFP due to revenue shortfalls. The CONSULTANT shall identify and evaluate the impacts on levels of service for modes of transportation and land use, of not being able to finance projects in the Needs Assessment.

SUBTASK 11.4 - LIVABILITY PLANNING AND CONGESTION MANAGEMENT

The intent of livability planning and congestion management is to improve quality of life through the efficiency and effectiveness of the transportation system. As per Federal guidelines, the LRTP should address livability planning and congestion management through corridor-specific strategies. The CONSULTANT shall identify appropriate livability planning and congestion management strategies to improve the movement of people and goods. Such strategies shall be included in the FFP.

A Congestion Mitigation Plan will be developed as part of the 2045 LRTP update. The plan would provide information about existing congestion levels and would propose improvements and strategies to lower existing congestion.

SUBTASK 11.5 - CONSISTENCY WITH LOCAL PLANS

The CONSULTANT shall document how the FFP is consistent with the transportation element and future land use element of local government's plans. The CONSULTANT shall prepare a list identifying inconsistencies, if any, between the FFP and other plans.

SUBTASK 11.6 - PREPARE INTERIM YEAR PLANS

Using the 2045 FFP, available funding sources and socioeconomic data for interim Years, 2020 and 2030 the CONSULTANT shall develop interim year plans including project cost estimates for capital, maintenance and operations including amounts expended by FDOT and local partners on current transportation facilities. The CONSULTANT shall document the source and method used for all cost estimates, by project.

SUBTASK 11.7 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #18 titled *Financially Feasible Plan*, documenting the entire process of developing a FFP including the Interim Year Plans.

Deliverables:

- Technical Report #18 – Financially Feasible Plan

TASK 12 - ENVIRONMENTAL JUSTICE

The requirements of Environmental Justice (EJ), as outlined by the FHWA, are intended to ensure that the process of transportation planning is consistent with the provisions of Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, or national origin. These provisions will be incorporated into the 2045 LRTP update, and adhered to throughout the public involvement task of this project. The CONSULTANT will coordinate with Broward MPO's Title VI/EJ policies and PPP.

The CONSULTANT, in close coordination with MPO staff, shall identify geographic areas where traditionally underrepresented populations are located and consider the comparative impacts of proposed transportation projects on those populations. The CONSULTANT shall perform an EJ analysis utilizing various data sources such as the US Census and other demographic data using GIS. The CONSULTANT shall demonstrate through the EJ analysis that the proposed 2045 Financially Feasible Plan projects will not have a disproportionate adverse impact on low-income and minority populations and how it responded to concerns identified during the public outreach process.

SUBTASK 12.1 - DOCUMENTATION

The CONSULTANT shall develop Technical Report #19 titled *Environmental Justice* documenting the EJ analysis that the proposed 2045 Financially Feasible Plan projects will not have a disproportionate adverse impact on low-income and minority populations and how it responded to concerns identified during the public outreach process.

Deliverables:

- Technical Report #19 – *Environmental Justice*

TASK 13 - REGIONAL TRANSPORTATION PLAN COORDINATION

The CONSULTANT will coordinate and cooperate with the CONSULTANT team leading the *2045 Regional Transportation Plan (RTP)* effort. The RTP will be developed in cooperation with the Palm Beach and Miami-Dade MPOs. This task will entail sharing data, analysis and other LRTP materials with the RTP CONSULTANT as well as obtaining RTP data and reports that may be useful in development of the LRTP. The CONSULTANT will be expected to meet and communicate with the RTP CONSULTANT from time to time.

TASK 14 - 2045 LONG RANGE TRANSPORTATION PLAN ADOPTION

The CONSULTANT shall perform work necessary to obtain final adoption of the *2045 Long Range Transportation Plan* by the MPO Board of Directors no later than June 2019. In order to achieve this goal, a conceptual approval is required by April 2019. The CONSULTANT shall prepare necessary presentation materials and handouts to explain how the plan was developed in accordance with the vision, GOMs community values and available funding sources. This work includes the development of the final plan update report including the contents of Technical Reports 1 through 19.

SUBTASK 14.1 - DOCUMENTATION

The CONSULTANT shall prepare Technical Report #20 titled *2045 Long Range Transportation Plan*. This report shall include three elements: an *Executive Summary*, a main LRTP document, and LRTP appendices. The CONSULTANT shall obtain the PM's approval for any software used to produce Plan documents. Upon completion of the Plan, the CONSULTANT shall furnish, at a minimum, one electronic copy (on a CD-R) and 60 printed copies of the *2045 Long Range Transportation Plan Executive Summary* as well as 20 electronic copies (each written on a separate CD-R) and 60 printed copies of the *2045 Long Range Transportation Plan*. This report shall be visually pleasing, easy to read, friendly to the public, and adhere to all FHWA guidelines.

Deliverables:

- Technical Report #20 – Long Range Transportation Plan