



AGENDA

Broward Metropolitan Planning Organization
Executive Committee

Thursday, October 30, 2025, 8:30 a.m.

**100 West Cypress Creek Road,
6th Floor, Suite 650**

Fort Lauderdale, FL 33309-2181

Chair: Yvette Colbourne | Vice Chair: Joy Cooper | Deputy Vice Chair: Byron Jaffe | Broward County Representative: Beam Furr | Small Municipalities Representative: Rich Walker | At-Large Representative: Thomas Good Jr. | At-Large Representative: Tim Fadgen

While Members should physically attend this meeting to satisfy quorum, to participate virtually, please click here to register and join the meeting:

https://us02web.zoom.us/webinar/register/WN_Jpc3KUw9SvuTCNsssXwPHg

REGULAR ITEMS

(All Items Open for Public Comment)

1. Call to Order and Roll Call
2. **Approval of Minutes - September 4, 2025**
3. Approval of Agenda
4. Public Comments
Please submit to info@browardmpo.org at least 24 hours prior to the start of the meeting.

ACTION ITEMS

1. **MOTION TO APPROVE the 2026 Executive Committee Meeting Dates**
2. **MOTION TO APPROVE a First Amendment to Agreement No. 21-01 Between the Broward Metropolitan Planning Organization and Goodman Public Relations, Inc for Website Services in a Total Amount Not to Exceed \$248,527**
3. **MOTION TO AUTHORIZE the Purchase of Office Furniture and Related Items for an Amount Not to Exceed \$75,000**
4. **MOTION TO AUTHORIZE the Broward MPO Executive Director to Execute a Purchase Order Between the Broward MPO and Broward County Convention Center for Food & Beverage Services for the 2026 Safe Roads Summit in an Amount Not to Exceed \$201,386.60**

DISCUSSION ITEMS

1. Legislative Update
2. Discussion of **October 30, 2025** MPO Agenda Items
3. Non-Agenda

Pending Approval of Action Item - NEXT MEETING: FEBRUARY 12, 2026

***MOTION TO ADJOURN**

* Motion Requested

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Carl Ema, Title VI Coordinator at (954) 876-0033/0052 or emac@browardmpo.org (or via Florida Relay at 711) at least seven days prior to the meeting.



Regular Items 2.

Executive Committee

Meeting Date: 10/30/2025

SUMMARY:

Approval of Minutes - September 4, 2025

Attachments

Minutes - September 4, 2025

**MEETING MINUTES
BROWARD METROPOLITAN PLANNING ORGANIZATION
EXECUTIVE COMMITTEE**

**Thursday, September 4, 2025, 9:00 a.m.
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309**

Chair: Board Member Yvette Colbourne
Vice Chair: Board Member Joy Cooper
Deputy Vice Chair: Board Member Byron Jaffe
Committee Members: Board Member Beam Furr (absent)
Board Member Tim Fadgen
Board Member Thomas Good, Jr.
Board Member Rich Walker

MPO Staff

Greg Stuart, MPO Executive Director
Alan Gabriel, MPO General Counsel
Bryan Caletka, Renee Cross, Vilma Hurtado

Also Present

Todd Brauer, Whitehouse Group
Candice Ericks, TSE Consulting
Lauren Jackson, TSE Consulting

REGULAR ITEMS

(All Items Open for Public Comment)

1. Call to Order and Roll Call

Chair Colbourne called the meeting to order at 9:00 a.m. Roll was called and it was noted a quorum was present.

2. Approval of Minutes – July 10, 2025

Motion made by Board Member Walker, seconded by Deputy Vice Chair Jaffe, to approve. In a voice vote, the **motion** passed unanimously.

3. Approval of Agenda

Motion made by Deputy Vice Chair Jaffe, seconded by Board Member Walker, to approve. In a voice vote, the **motion** passed unanimously.

4. Public Comments

None.

ACTION ITEMS

- 1. MOTION TO APPROVE Agreement No. 26-03 Between Broward Metropolitan Planning Organization and BS&A Software LLC for Enterprise Resource Planning Software as a Service (SaaS) for a Total Amount Not to Exceed \$188,031**

Bryan Caletka of Broward MPO Staff advised that this Item addresses the program used for payroll and invoice processing. The agreement is for a three-year period with two one-year renewal options. The entire five-year period is covered by the quoted cost.

Motion made by Deputy Vice Chair Jaffe, seconded by Board Member Walker, to approve. In a voice vote, the **motion** passed unanimously.

DISCUSSION ITEMS

- 1. Comprehensive Salary Study – Summary Preparatory Outreach and Data Availability Results**

Todd Brauer, representing the Whitehouse Group, recalled that the MPO's most recent previous salary study was completed in March 2024. MPO policies and procedures call for this study every two years.

Mr. Brauer explained that the study considers salaries benchmarked with similar positions. A survey issued in August 2025 invited the participation of 20 peer agencies, including three county governments, two peer planning organizations, and the five most populous cities within each of the three South Florida counties. The survey received a 45% response rate, with eight of the identified peer agencies indicating willingness to participate.

The survey considered position-specific information, years of experience, educational levels, and total compensation. Next steps include an automated process for information and analysis which can be used in the 2026 salary survey as well as subsequent surveys. The report will be used to inform the next Unified Planning Work Program (UPWP) cycle.

Mr. Brauer concluded that the MPO can be confident that the salary survey represents its community through the strongest statistical means available.

Chair Colbourne requested additional information on the eight peer agencies which responded positively to the survey. Mr. Brauer replied that these included the cities of Coral Springs, Fort Lauderdale, Hialeah, Hollywood, Miami, Miramar, and Pembroke Pines, as well as the Palm Beach Transportation Planning Association (TPA).

Chair Colbourne suggested reaching out to additional municipalities within the three South Florida counties in order to increase participation. Mr. Brauer noted that this could be done, although he cautioned that there was no guarantee that additional outreach would result in more participation. Chair Colbourne emphasized that she would have greater confidence in a higher number of peer agencies.

Mr. Caletka advised that no further action was necessary on this Item, as the survey provides the MPO with a tool that can be used in-house by Human Resources Staff. He acknowledged that there can be additional outreach.

Deputy Vice Chair Jaffe asked if the salary information provided by the survey will be considered by the Executive Committee or the Executive Director. MPO Executive Director Greg Stuart explained that the MPO incorporates the data gathered by the study into its two-year budget.

2. Legislative Update

Lauren Jackson, representing TSE Consulting, stated that September meetings have been scheduled for Florida's House Select Committee on Property Taxes. The Budget Commission will also meet in September. The next legislative session is expected to begin in October 2025.

Candice Ericks, also representing TSE, further clarified that the Florida Legislature will meet for two weeks each in the months of October, November, and December 2025 before returning to early session in January 2026. She advised that the MPO will be kept informed as changes occur and bills are introduced.

Chair Colbourne asked if there are steps municipalities should take with regard to the protection of property taxes, as these taxes provide the bulk of municipal revenue. Ms. Ericks replied that State Representatives and Senators have requested feedback from South Florida municipalities prior to the next session so they can share it with committee members from other regions of the state.

Ms. Jackson added that several members of the Broward County delegation are on the House Select Committee for Property Taxes, and encouraged elected officials to reach out to their representatives. The Florida League of Cities recently held a workshop at their annual conference on engagement with and education of voters regarding property taxes.

3. Discussion of September 4, 2025 MPO Agenda Items

Mr. Caletka briefly reviewed the September 4, 2025 MPO Board Agenda for the Committee members, including items on the Consent Agenda as well as Action Items.

He recalled that the MPO Board had requested the creation of an action plan in support of transit in South Florida, which could be sent to all municipal partners.

The September 4 Agenda also includes a Transportation Improvement Program (TIP) amendment reflecting the removal of three projects by the Broward County Aviation Department. The Florida Department of Transportation (FDOT) has requested their removal. Mr. Caletka clarified that the three projects will still be funded, although not in next year's budget.

Chair Colbourne requested additional information on the entity behind the requests for removal. Mr. Caletka replied that a representative of FDOT will be present at the MPO Board meeting to provide more information.

4. Review and Discussion of Future Agendas

Mr. Caletka stated that the next MPO Board meeting is scheduled for October 30, 2025, explaining that the meeting was originally planned for November but was moved up at the request of FDOT District 4. The next meeting after that date will be February 12, 2026. The October 30 Agenda will include an item presenting the 2026 meeting dates for approval.

Mr. Caletka continued that the Executive Committee Agenda will include funding approval for the upcoming 2026 Safe Streets Summit, which is scheduled for February 2026. The event will be held in Broward County at the Convention Center. The item will include costs for catering, audio/visual equipment, and technical services.

Chair Colbourne recalled that the MPO hosted a 2024 event offsite at the Museum of Discovery and Science, and suggested that other offsite locations be considered in the future as well.

It was suggested that a discussion of surtax funding be added to the October 30, 2025 Agenda, as some municipalities are considering the issuance of revenue bonds to fund projects. Placing a discussion of this proposed process on the MPO Board Agenda would allow municipalities and agencies to determine how this process might work, with interpretation from the Oversight Board.

Mr. Stuart confirmed that it is possible to facilitate this conversation by inviting representatives of the Oversight Board to the October 30 meeting, but pointed out that the MPO no longer has any authority over surtax projects. Mr. Caletka noted that the Mobility Advancement Program (MAP) administrator and legal counsel will be invited to attend the meeting, as well as a representative of the Oversight Board.

5. Non-Agenda

Broward Metropolitan Planning Organization
Executive Committee
September 4, 2025
Page 5

There being no further business to come before the Committee at this time, the meeting was adjourned at 9:45 a.m.

NEXT MEETING: October 30, 2025



Action Items 1.

Executive Committee

Meeting Date: 10/30/2025

REQUESTED ACTION:

MOTION TO APPROVE the 2026 Executive Committee Meeting Dates

WHAT THIS ACTION ACCOMPLISHES:

Approval of this action will set the Executive Committee meeting dates for the following year (2026) and allow MPO staff to arrange for the public notification of meetings and to set due dates for materials to be included in the Executive Committee agenda items.

SUMMARY EXPLANATION/BACKGROUND:

The Attachment includes the proposed 2026 Executive Committee meeting dates for review.

The proposed dates remain consistent with the previous year. The Executive Committee meeting is held on the second Thursday of the month at 8:30 a.m. prior to the MPO Board meeting, with no meetings scheduled for January or August.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Rebecca Schultz at (954) 876-0047 or schultzr@browardmpo.org.

Attachments

Executive Committee Proposed 2026 Meeting Dates



EXECUTIVE COMMITTEE

PROPOSED 2026 MEETING DATES

No Meeting in January

Thursday, February 12, 2026

Thursday, March 12, 2026

Thursday, April 9, 2026

Thursday, May 14, 2026

Thursday, June 11, 2026

Thursday, July 9, 2026

No Meeting in August

Thursday, September 10, 2026

Thursday, October 8, 2026

Thursday, November 12, 2026

Thursday, December 10, 2026

Meetings will be held at 8:30 a.m. in the MPO Board Room unless otherwise specified.



Action Items 2.

Executive Committee

Meeting Date: 10/30/2025

REQUESTED ACTION:

MOTION TO APPROVE a First Amendment to Agreement No. 21-01 Between the Broward Metropolitan Planning Organization and Goodman Public Relations, Inc for Website Services in a Total Amount Not to Exceed \$248,527

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will allow the MPO to update the scope of work with Goodman Public Relations, Inc to further enhance the MPO website and bring it up to modern industry standards.

SUMMARY EXPLANATION/BACKGROUND:

On November 4, 2021, the MPO entered into an Agreement with Goodman Public Relations, Inc for Website Services at a cost not to exceed \$150,000. This Agreement allowed for a website redesign, technical support, maintenance and hosting the Broward MPO website. For the initial Agreement with Goodman for these services, please see Attachment 1.

Since the revision of the MPO's website several years ago, industry standards have continued to evolve, necessitating further updates to the MPO's website. Therefore, staff is proposing a First Amendment to the existing Agreement with Goodman that would allow additional enhancements to be made to the website to modernize it and have it reflect the Organization's updated theme, improve navigation, and provide an optimized user experience. These enhancements will ensure visual consistency, improve content discoverability through advanced search functionality, and add interactive elements to better connect visitors with MPO programs and initiatives.

For the proposed First Amendment to the Agreement with Goodman Public Relations, Inc., including additional details on the planned enhancements, please see Attachment 2. The Amendment provides for the services mentioned above at a cost not to exceed \$98,527, bringing the total amount of the Agreement to \$248,527. This Amendment does not impact the term length of the Agreement.

MPO and consultant staff will be available at the upcoming meeting to address any questions or comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the proposed First Amendment to Agreement No. 21-01 with Goodman Public Relations, Inc for Website Services in a total amount not to exceed \$248,527.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Jose Vera at (954) 876-0081 or veraj@browardmpo.org or Paul Calvaresi at (954) 876-0037 or calvaresip@browardmpo.org.

Attachments

1. Agreement Between the Broward Metropolitan Planning Organization and Goodman Public Relations, Inc. for Broward Metropolitan Planning Organization Website Services
 2. First Amendment to Agreement No. 21-01 Between the Broward Metropolitan Planning Organization and Goodman Public Relations, Inc for Website Services
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**AGREEMENT
BETWEEN THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
GOODMAN PUBLIC RELATIONS, INC.
FOR
BROWARD METROPOLITAN PLANNING ORGANIZATION WEBSITE SERVICES
RFP No. 21-01**

This Agreement ("Agreement") is made and entered into the 4th day of November, 2021, 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

Goodman Public Relations, Inc., located at 1995 E. Oakland Park Boulevard, Suite 100, Fort Lauderdale, FL 33306 (hereinafter referred to as "CONTRACTOR") for Website Services, RFP No. 21-01 (the "Project"). References in this Agreement to "Executive Director" shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the BMPO, solicited offers 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 BMPO's Executive Committee has selected the CONTRACTOR, upon the recommendation of the Evaluation and Selection Committee to perform Services in connection with the Project; and

WHEREAS, on November 4th, 2021, the BMPO's Executive Committee ratified the evaluation and recommendation of Proposals received in response to RFP No. 21-01 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

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

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

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Qualifications for the BMPO's Website Services, RFP No. 21-01, dated September 10, 2021, ("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, 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 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 described in the Scope of Services within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services; however this Agreement shall terminate no later than **November 30, 2026**, 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 **One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00)**, contingent upon the appropriation of funds. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts agreed by 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.
- 3.2 CONTRACTOR shall submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously.

- 3.3** BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.4** Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.
- 3.5** Payment shall be made to CONTRACTOR at:
- Goodman Public Relations, Inc.
1995 E. Oakland Park Boulevard, Suite 100
Fort Lauderdale, FL 33306
- 3.6** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.
- 3.7** If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "B-1".

SECTION 4. TERMINATION

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

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

- 4.4** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 4.5** In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.
- 4.6** In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.2 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

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

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

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

SECTION 6. INSURANCE

- 6.1** In order to insure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the 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. The BMPO Contract Administrator will be specified in the Notice to Proceed when issued.
- 7.2 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.3 Audit and Inspection Rights and Retention of Records; Public Records.**
- 7.3.1** BMPO shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

- 7.3.2** CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.
- 7.3.3** In addition, CONTRACTOR shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.
- 7.3.4** In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with the RFP for CONTRACTOR services.
- 7.3.5** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.

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

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

Custodian of Records: Vilma Hurtado

**Mailing address: Broward MPO
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309**

Telephone number: (954) 876-0057

Email: hurtadov@browardmpo.org

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

7.5 Public Entity Crime Act. CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive

procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

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

BMPO:

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

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

CONTRACTOR:

Michael Goodman, President
Goodman Public Relations, Inc.
1995 E. Oakland Park Boulevard, Suite 100
Fort Lauderdale, FL 33306

- 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 7.18 above.
- 7.20 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.21 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.22 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

- 7.23 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.24 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.27 Disadvantage Business Enterprise (DBE) Program.**
- 7.27.1** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 7.27.2** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from The BMPO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.
- 7.27.3** As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that

BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

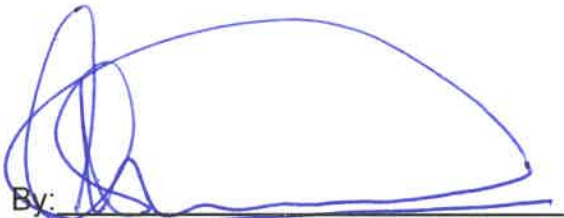
The contractor must also immediately and regularly enter DBE commitments and payments into FDOT Equal Opportunity Compliance (EOC) system. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.

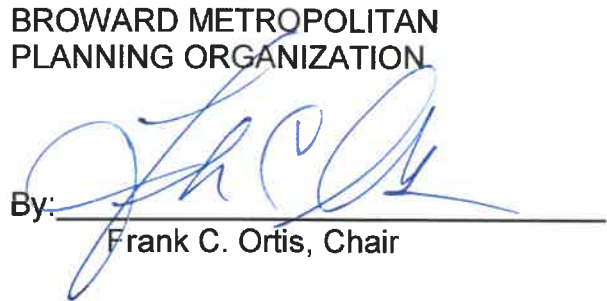
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AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC. FOR BROWARD MPO WEBSITE SERVICES

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

BMPO

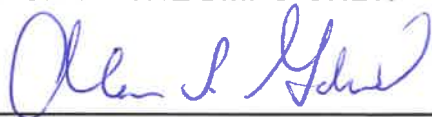

By: _____
Gregory Stuart, Executive Director

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Frank C. Ortis, Chair

This 4th day of November 2021.

This 4th day of November 2021.

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

By: 

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

**AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING
ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC.
FOR BROWARD MPO WEBSITE SERVICES**

CONTRACTOR

WITNESSES:

GOODMAN PUBLIC RELATIONS, INC., a
Florida corporation

By: William F. Smyth
Print Name: William F. Smyth

By: Michael Goodman
Print Name: Michael Goodman

By: Jose C. Perez
Print Name: Jose C. Perez

Title: OWNER

This day 1 of November, 2021.

**AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING
ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC.
FOR BROWARD MPO WEBSITE SERVICES**

EXHIBITS LIST

- 1) **Exhibit "A"** – RFP No. 21-01, Date Issued: September 10, 2021
A full copy of this document is available for review upon request at the BMPO's Offices.
- 2) **Exhibit "B"** – CONTRACTOR's Offer/Proposal, dated September 30, 2021 -
Scope of Services.
- 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

**AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING
ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC.
FOR BROWARD MPO WEBSITE SERVICES**

EXHIBIT "A"

**BMPO WEBSITE SERVICES
RFP No. 21-01**

Date Issued: September 10, 2021

**A FULL COPY OF RFP No. 21-01 IS AVAILABLE FOR REVIEW AND INSPECTION
UPON REQUEST AT THE BMPO OFFICE.**

**AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING
ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC.
FOR BROWARD MPO WEBSITE SERVICES**

**EXHIBIT “B”
CONTRACTOR’S PROPOSAL
SCOPE OF SERVICES**

OVERVIEW

Broward County has emerged as one of the country’s fastest growing urban centers, a product of the vertical development that has taken shape and increasing demand for urban living that we have never before seen in our County.

The Broward Metropolitan Planning Organization is an independent agency of Broward County, focused on improving the quality of life for stakeholders, residents, and visitors in Broward through transportation infrastructure and capital improvements, and the provision of transportation planning services. Through its programs and initiatives – as well as its partnerships with other government entities and organizations- the Broward MPO is strengthening Broward’s position as an international center for commerce, culture and tourism.

Powered by the support of stakeholders and Governing Board, the Broward MPO is the engine for Broward’s ongoing transformation into one of the world’s great urban centers.

The Broward MPO is principally funded by the Federal Transit Administration and Federal Highway Administration. The Broward MPO also receives funding, grants and inter-local government agreements, which provide additional funding for Broward MPO projects.

We strongly encourage all RFP responders to review the following collateral materials for additional information:

- Broward MPO 2045 Metropolitan Transportation Plan
- Broward MPO Annual Report
- Broward MPO Transportation Improvement Program
- Broward MPO Public Participation Plan
- Broward MPO Vision 2100
- Broward MPO Unified Planning Work Program
- Broward MPO Strategic Business Plan

RFP GOAL

The primary goal of the RFP is to identify qualified companies that can translate information currently produced by the Broward MPO into a web-presence that effectively communicates complex and often disparate information to a variety of audiences.

Though creation of a new website is the primary goal, the Broward MPO is looking for suggestions and ideas on how to best disseminate information to the public. We encourage proposers to look at best practices to accomplish this— be it through one all-inclusive website, inclusion of microsites, apps and/or any other new technologies.

BROWARD MPO WEBSITE BACKGROUND

Current Website

Broward MPO's current website does not accurately reflect Broward MPO needs. Thus, when reviewing the current website, one should only take note of the variety of information displayed. The Broward MPO is looking to have a more simplified version of the current website that relies more on graphic elements than bodies of text, is responsive to the screen (shifting from desktop to laptop to tablet to mobile phone) and improving usability.

Microsites

Broward MPO has at times utilized apps, microsites and dedicated domains to manage specific types of information into the framework of the main Broward MPO website to enhance the experience for viewers and to provide a deeper look into some of the projects and programs the Broward MPO has implemented. When designing the framework of the updated Broward MPO website, it is expected to accommodate these microsites, and future microsites.

Examples include:

- Prospect Road Spark Page
- Better Streets Better Broward
- #Btactical Quick-Build NE 3rd Avenue Project

Task 1: Project Management

The Consultant is responsible for involving the Broward MPO Project Manager(s) in all aspects of the website creation including design and framework, progress updates, website coordination meetings, website help desk once the website is live, and implementing updates and new features throughout the length of the contract. Project updates will be required bi-weekly during the design and development stages of the Broward MPO website and as requested after website creation. Tasks include:

- Developing a project schedule and communicating with the Broward MPO team if adjustments need to be made to the original schedule.

- Providing bi-weekly project updates during the design and development stages of the Broward MPO website
- Coordinating website coordination meetings during the design and development phases of the Broward MPO website in conjunction with project updates

Task 2: Website Outline and Framework

The Consultant will be required to work with Broward MPO Project Manager and staff to develop a website outline that reflects the proposed layout of the Broward MPO website. This should include a general “style guide” for the new website and outline protocols for content creation and file storage. The Consultant will be expected to work directly with MPO staff on key sections of the website to ensure content is organized according to program needs while adhering to the website’s overall “look and feel” while also abiding by the Broward MPO Style Guide colors and branding. A list of considerations is provided below.

General Considerations

- User-friendly content management system to allow for efficient updating, backup and security; we expect each department of the Broward MPO to be able to manage their own content. Required for designated MPO staff to be able to manage permissions for each user.
- Consistent, clean and easy to use responsive navigation.
- A responsive website that is mobile friendly and viewable on a variety of devices and platforms.
- Accessibility features in accordance to Web Content Accessibility Guidelines (WCAG) are required in the development phases of the website.
- An organizational structure is required for all uploads including but not limited to documents, presentations and images as well as for the hierarchy of pages and subpages/project pages.
- Website training for all Broward MPO staff users on the website. Training manual to be provided. See more in *Task 5: Training*.

User experience and information architecture are two of the most important aspects of this new website; especially considering the complexity of information and the variety of audiences. Tiered navigation could be considered, the examples below are for illustration only, not to be taken verbatim:

- a) Board-Committees
 - MPO Board of Directors
 - MPO Executive Committee
 - Governance Committee
 - Technical Advisory Committee
 - Citizens’ Advisory Committee
 - Complete Streets Advisory Committee
 - Freight Transportation Advisory Committee

- Resiliency and Attainable Housing Committee
- Transportation Disadvantaged Local Coordinating Board

b) Topics

- Projects
- Plans
- Initiatives
- Resources

c) Need/function

- Solicitations
- Title VI/DBE
- Employment Opportunities

Functional Sections

- Mission/Vision Statement Prominent on Homepage
- Board Members (expand to include image and bio)
- Meeting Agendas and Minutes
- Calendar with user friendly interface to manage and display public meetings on homepage
- Staff Roster (expand to include image, bio, contact details)

Supplementary Features

- Main Slider that provides the latest information and highlights
- Top-visited pages widget
- Easy search function and ability to tag content i.e. <http://www.nycedc.com/project/coney-island>
- Mapping functions i.e. <http://www.bostonredevelopmentauthority.org/> ; Broward MPO currently utilizes ESRI's ArcGIS online functions and is exploring other means of interactive mapping functions.
- Potential integration of social media on home page (or suitable sub-page).
- Option to incorporate more video on the site to better show projects/area; Simplicity of embedding video
- Preferred to stay with WYSIWYG, Broward MPO staff are familiar with this and have been previous trained on this platform. Staying with the WYSIWYG editor will be less of a learning curve.
- Ability to incorporate plug-ins for enhanced viewing experience.

Other Considerations

- Broward MPO has existing logos and brand guidelines that will be provided.
- Content – content on the Broward MPO website is up to date and is preferred to be re-used as applicable.

- SEO – search engine optimization based on target audiences and current content, recommend updates to site structure, copy and tagging to ensure search engine visibility for key topic areas and to improve SEO.
- Extensive Site Analytics available in the backend for MPO staff to pull analytics by request from Project Managers, Management Staff and the Broward MPO Board. Currently, the Broward MPO uses Google Analytics but would prefer a more user-friendly way to access robust analytics through the backend of the website.
- Broward MPO will have a dedicated coordinator to facilitate the development process and ensure that timelines are met and questions answered within reasonable timeframes.
- Though the Broward MPO has in-house copywriters it is expected for the Consultant to provide assistance during implementation stages of the website to ensure consistency with MPO brand from page to page.
- Broward MPO will require hosting and maintenance.
- Design, build, host and maintain microsites and project pages including but not limited to the following:
 - Commitment 2045
 - Complete Streets Initiative
 - Freight
 - Mobility Hubs
- In addition to microsites and project pages, design, build, host, and maintain a separate website or webpage for Transportation Demand Management to include, but is not limited to:
 - data calculators
 - travel trip planner
 - documents library
 - downloadable/printable resources
 - internal search feature
 - numerous links to other websites and online resources.

Task 3: Website Development

During the website development phase, the Consultant should involve the project manager(s) during development to ensure functionality and for approval of design during monthly project updates or as requested more frequently, see *Task 1: Project Management*. Deliverables (including the layout of the new Broward MPO website and drafts of microsites) created by the Consultant from *Task 2: Website Outline and Framework* will be leveraged in the website development phase. During website development, the Consultant should consider the following:

- Content taxonomy to provide a site map as well as portability of code to allow access of the Broward MPO website after the conclusion of the contract term.
- Broward MPO branding template to be followed

- Consultant should provide templates for pages to support consistency from page to page
- Varying permission levels for MPO staff ranging from editing capabilities to full administrative capabilities
- Periodic updates to comply with federal accessibility regulations and to ensure smooth functionality of the Broward MPO website
- Allow for flexibility of plug-ins and forms
- Allow for API development
- Security protocols

Task 4: Content Management

The Consultant should set up the back-end of the website to allow for Broward MPO staff to upload new content to the website, make edits to copy, images and design of pages, allow for the creation of new pages and project pages/microsites, and be able to manage MPO staff user accounts. See below for list of considerations.

- Provide flexibility for MPO staff to update, manage, and create new content for the website
- Preferably utilize the What You See Is What You Get (WYSIWYG) editor as MPO staff is familiar with this
- Utilize an organizational structure for uploading content and files

Task 5: Training

The Consultant should provide, upon completion of the Broward MPO website, quarterly training for all staff, broken into two sections (see below). As major updates and/or plugins occur to the backend of the website, project managers and webmaster should receive training to learn updated/new functionality. Trainings will be conducted via online/virtual platform or in-person, contingent on safety protocols to a larger group of MPO staff, about 20 people, for Section 1, and a more experienced group of MPO staff, about 5-8 people, for Section 2.

Section 1 focused on frontend editing for a more top-level, introductory group of MPO staff with access to the website including but not limited to:

- Logging in and resetting password
- Uploading and updating text on pre-existing pages
- Creating and updating calendar items
- Uploading images and PDFs
- Ensuring accessibility standards are followed including tagging text and providing alternative text

Section 2 focused on frontend editing for a more granular approach for a more experienced group of MPO staff with access to the website including but not limited to:

- Creating new pages and subpages and/or submenus

- Incorporating design elements
- Editing headers and footers

Task 6: Website Hosting and Maintenance

Website hosting and maintenance begins during the design and development phases of the Broward MPO website and continues throughout the course of the contract. Key components of website hosting and maintenance include:

- Providing storage for the growth of the website, to have the storage to support the website for five (5) years without risk of website crashing from lack of storage
- Optional archiving and records retention
- Coordinating major updates for the Broward MPO website to be completed in the evening or on weekends
- Website and domain hosting and redirecting vanity URL's to Broward MPO website
- Providing regular backups and recovery should the Broward MPO website crash
- Providing help desk support after the Broward MPO website goes live
- Implement updates and plug-ins following creation of the Broward MPO website

Required Refresh: Including one or two, depending on content and need, website refreshes to reorganize, update and refresh content within the existing web structure. Optional task will allow the MPO website to remain current and exceed industry standards without the need for recreating a new website. Optional website refresh may include but is not limited to installing new plug-ins and interactive elements, upgrading storage, updating the backend, updating with new branding (if applicable).

PRICE PROPOSAL

	Consultant	Subconsultant	Total Fee
Task 1 - Project Management			
1.1 Develop Project Schedule	\$ <u>1,500</u>	\$ <u>1,500</u>	\$ <u>3,000</u>
1.2 Bi-weekly project updates during the design and development stages	\$ <u>1,680</u>	\$ <u>1,680</u>	\$ <u>3,360</u>
Task 2 - Website Outline and Framework			
2.1 Develop website outline	\$ <u>5,000</u>	\$ <u>5,000</u>	\$ <u>10,000</u>
2.2 Establish Content Management system	\$ <u>0</u>	\$ <u>10,500</u>	\$ <u>10,500</u>
Task 3 – Website Development			
3.1 Periodic updates to comply with federal regulations	\$ <u>0</u>	\$ <u>7,500</u>	\$ <u>7,500</u>
3.2 Page template creation	\$ <u>5,000</u>	\$ <u>13,260</u>	\$ <u>18,260</u>
3.3 Site map	\$ <u>1,500</u>	\$ <u>5,000</u>	\$ <u>6,500</u>
Task 4 – Content Management			
4.1 Organizational structure creation	\$ <u>0</u>	\$ <u>5,250</u>	\$ <u>5,250</u>
4.2 Set up WYSIWYG editor	\$ <u>0</u>	\$ <u>3,000</u>	\$ <u>3,000</u>
Totals:	\$ <u>14,680</u>	\$ <u>52,690</u>	\$ <u>67,370</u>

Task 5 – Training

5.1	Knowledge Center, videos & manual set up.	\$ <u>0</u>	\$ <u>8,840</u>	\$ <u>8,840</u>
5.2	Quarterly staff trainings, update knowledge center as needed. (1 hr. - Level 1, 1 hr. - Level 2) <i>Quarterly Cost will be \$340</i>	\$ <u>0</u>	\$ <u>6,800</u>	\$ <u>6,800</u>
	Totals	\$ <u>0</u>	\$ <u>15,640</u>	\$ <u>15,640</u>

Task 6- Website Hosting and Maintenance

6.1	Website Storage for up to five years <i>Yearly Cost will be \$1,200</i>	\$ <u>0</u>	\$ <u>6,000</u>	\$ <u>6,000</u>
6.2	Website and domain hosting for up to five years* <i>Quarterly Cost will be \$2,004</i>	\$ <u>5,080</u>	\$ <u>35,000</u>	\$ <u>40,080</u>
	* Includes Website maintenance, support, and help desk support.			
6.3	Regular storage back ups	\$ <u>0</u>	\$ <u>incl.</u>	\$ <u>0</u>
6.4	Required refresh, up to two <i>Cost for each refresh will be \$10,000</i>	\$ <u>5,000</u>	\$ <u>15,000</u>	\$ <u>20,000</u>

Schedule of Fees

Personnel Classification	Task	Unit Cost	Unit Type
Principal	Project management, solution architecture and creative management	\$140	Hour
Web Developer	Website development, website support (Business Hours*)	\$85	Hour
Graphic designer	Creation of graphic elements for the website	\$65	Hour
Photo Editor	Photo editing	\$65	Hour
Video Editor	Video editing	\$85	Hour
Trainer	End user training	\$85	Hour
System Engineer	Hosting setup, deployment, and optimization.	\$125	Hour

- *Business Hours: Monday through Friday 8am – 6pm, excluding holidays
- *Emergency & after-hours support will incur a 50% additional charge above published rates.

**AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING
ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC.
FOR BROWARD MPO WEBSITE SERVICES**

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

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

2) Remedies 2 C.F.R. Part 200, Appendix II, ¶ A

[Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.]

3) No Federal Government Obligations to Third Parties

- a) Municipality and Consultant acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the Municipality, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- b) The Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

4) False or Fraudulent Statements or Claims- Civil and Criminal Fraud. 31 U.S.C. Chap. 38

- a) The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C, § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5) Access to Third Party Contract Records 49 CFR 18.39(i)(11).

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6) Changes to Federal Requirements 49 CFR Part 18

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

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

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

8) Civil Rights

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

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

- ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

9) Disadvantaged Business Enterprises (DBEs) 49 CFR Part 26

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

- b) All bidders must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List. The selected contractor or consultant must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.
- c) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).
- d) Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT/ FTA assisted contracts. The Contractor is required to report its DBE participation obtained through race- neutral means throughout the period of performance.
- e) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Purchaser. The Contractor must promptly notify the Purchaser, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Purchaser.

10) Incorporation of FTA Terms FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be

deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the Municipality that would cause the FTA Recipient and/or the Purchaser or the Municipality to be in violation of the FTA terms and conditions.

11) Debarment and Suspension 2 C.F.R. §200.213

The Contractor certifies that neither it nor its “principals” [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

12) Buy America 49 CFR Part 661

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

The Contractor shall submit with the Contract a completed Buy America certification form, Attachment 49 CFR 661.6, if applicable.

13) Resolution of Disputes, Breaches, or Other Litigation

[All contracts in excess of \$100,000 shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.]

14) Byrd Anti-Lobbying Amendment. 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4

a) Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of the Municipality, BMPO, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the Purchaser, the FTA Recipient, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et.seq., apply to this certifications and disclosure, if any.
- e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

15) Clean Air Act 2 C.F.R. Part 200, Appendix II, ¶ G

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

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

16) Federal Water Pollution Control Act 2 C.F.R. Part 200, Appendix II, ¶ G

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

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17) Fly America 49 U.S.C. 40118; 41 CFR Part 301-10

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

18) Contract Work Hours and Safety Standards Act. 2 C.F.R. Part 200, Appendix II, ¶E

- a) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c) Withholding for unpaid wages and liquidated damages – the FTA Recipient and/or the Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

19) Transit Employee Protective Arrangements 29 CFR Part 215

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49

U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

20) Charter Service Operations 49 CFR Part 604

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

21) Alcohol and Drug Testing 49 CFR Part 655

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida or BMPO, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before *(insert date)* and to submit the Management Information System (MIS) reports before *(insert date before March 15)* to *(insert title and address of person responsible for receiving information)*. To certify compliance the contractor shall use the "Substance Abuse Certifications: in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

22) Patent Rights; Rights in Data and Copyrights 37 C.F.R. Part 401 and 49 C.F.R. Part 18

- 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.

23) Energy Conservation 42 U.S.C. 6321 et seq.; 49 CFR Part 18

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

24) Recycled Products 42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials". The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language:

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

25) ADA Access

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 Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

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

- a) If the FTA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FTA. 2 C.F.R. Part 200, Appendix II, ¶ F.
- b) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

27) Methods of Procurement to be Followed 2 C.F.R. § 200.320

The Purchaser must use one of the following methods of procurement.

- a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the Purchaser must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Purchaser considers the price to be reasonable.
- b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
 1. In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is *available*;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 2. If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;

- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
1. Proposals must be solicited from an adequate number of qualified sources;
 2. The Purchaser must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 4. The Purchaser may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to

purchase other types of services though A/E firms are a potential source to perform the proposed effort.

- e) [Reserved]
 - f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1. The item is available only from a single source;
 - 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3. The FTA or FTA Recipient expressly authorizes noncompetitive proposals in response to a written request from the Purchaser; or
 - 4. After solicitation of a number of sources, competition is determined inadequate.
- 28) Procurement of Recovered Materials 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. §200.320; PDAT Supplement, Chapter V, ¶ 7**
- a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.
- 29) Contract Cost and Price 2 C.F.R. §200.323**
- a) The Purchaser must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Purchaser must make independent estimates before receiving bids or proposals.

- b) The Purchaser must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Purchaser under Subpart E—Cost Principles of this part. The Purchaser may reference its own cost principles that comply with the Federal cost principles.
- d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

30) Prompt Payment 49 CFR § 26.29

- a) Purchaser requires that all subcontractors performing work on DOT/ FTA - assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.
- b) In accordance with 49 CFR § 26.29, the Purchaser established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Purchaser.
- c) Purchaser ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Purchaser has selected the following method to comply with this requirement:
 - i) The Purchaser may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - ii) The Purchaser may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

- iii) The Purchaser may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

31) Federal awarding agency or pass-through entity review 2 C.F.R. §200.324

- a) The Purchaser and Contractor must make available, upon request of the FTA or FTA Recipient, technical specifications on proposed procurements where the FTA or FTA Recipient believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Purchaser desires to have the review accomplished after a solicitation has been developed, the FTA or FTA Recipient may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- b) The Purchaser must make available upon request, for the FTA or FTA Recipient pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - i) The Purchaser's procurement procedures or operation fails to comply with the procurement standards in this part;
 - ii) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - iii) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - iv) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c) The Purchaser is exempt from the pre-procurement review in paragraph (b) of this section if the FTA or FTA Recipient determines that its procurement systems comply with the standards of this part.

- i) The Purchaser may request that its procurement system be reviewed by the FTA or FTA Recipient to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- ii) The Purchaser may self-certify its procurement system. Such self-certification must not limit the FTA's right to survey the system. Under a self-certification procedure, the FTA may rely on written assurances from the Purchaser that it is complying with these standards. The Purchaser must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

32) Compliance with Federal Law Regulations, and Executive Orders

This is an acknowledgement that FTA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FTA policies, procedures, and directives.

**AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING
ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC.
FOR BROWARD MPO WEBSITE SERVICES**

Federal Contractual Provisions

EXHIBIT C-2

**FEDERAL HIGHWAY ADMINISTRATION REQUIRED
CONTRACTUAL PROVISIONS**

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

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

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

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

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

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

- a) As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.65% (11.31% for FTA) without the use of

contract goals. Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

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

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

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

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

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

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

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

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

- a) If the FHWA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FHWA. 2 C.F.R. Part 200, Appendix II, ¶ F.
- b) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

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

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

- b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND GOODMAN PUBLIC RELATIONS, INC. FOR BROWARD MPO WEBSITE SERVICES

**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.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil

Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).”

**FIRST AMENDMENT
TO
AGREEMENT NO. 21-01
BETWEEN THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
GOODMAN PUBLIC RELATIONS, INC
FOR
WEBSITE SERVICES**

This First Amendment to the Agreement ("First Amendment") is made and entered into the ___ day of _____, 2025, by and between the BROWARD METROPOLITAN PLANNING ORGANIZATION, with its principal business address located at Trade Centre South 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as "BMPO,"

AND

GOODMAN PUBLIC RELATIONS, INC, located at 1995 E. Oakland Park Boulevard, Suite 100, Fort Lauderdale. FL 33306, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the original agreement between the BMPO and CONTRACTOR for Website Services is dated and effective as of November 4, 2021, with an original termination date of November 30, 2024, in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)** (the "Agreement"); and

WHEREAS, on August 14, 2024, the BMPO exercised the first one-year option to extend the contract through November 30, 2025, and,

WHEREAS, on July 21, 2025, the BMPO exercised the second one-year option to extend the contract through November 30, 2026, and,

WHEREAS, the BMPO and CONTRACTOR mutually agree to amend the Scope of Services to add additional services for Tasks 1, 3, 5, 6 and 7, as further specified in the Revised Scope of Services, "Attachment A" to this amendment; and,

WHEREAS, for these additional services, the CONTRACTOR will require the BMPO to pay additional compensation in the not to exceed the amount of **NINETY-EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$98,527.00)** for a total not to exceed of **TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND NO/100 (\$248,527.00)**.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BMPO and CONTRACTOR agree as follows:

1. Incorporation of "Whereas" Clauses. The truth and accuracy of each "Whereas" clause set forth above is acknowledged and is incorporated herein as if set forth in its entirety.

2. Section 1, "Scope of Services" of the agreement is amended to add additional services to existing tasks for the duration of the agreement.

3. Section 3, "Compensation," of the Agreement is amended to provide for the BMPO to pay additional consideration to the CONTRACTOR in the not to exceed amount of **NINETY-EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$98,527.00)** pursuant to this First Amendment. Pursuant to this First Amendment, the total amount to be paid by BMPO to CONTRACTOR shall be a total amount, not to exceed **TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND NO/100 (\$248,527.00)** for the entire Term of the Agreement, contingent upon the appropriation of funds.

4. Except as amended herein all other terms and conditions of the Agreement shall remain in full force and effect.

5. To the extent of any conflict between the language of the Agreement, this First Amendment shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment 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.

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Yvette Colbourne, Chair

This ____ day of _____, 2025

This ____ day of _____, 2025

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.

**FIRST AMENDMENT
TO
AGREEMENT NO. 21-01
BETWEEN THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
GOODMAN PUBLIC RELATIONS, INC
FOR
WEBSITE SERVICES**

CONTRACTOR

WITNESSES:

GOODMAN PUBLIC RELATIONS, INC

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

By: _____

Address: _____

Print Name: _____

This ____ day of _____, 2025

BrowardMPO.Org Website Enhancement Proposal 2025

Revised Scope

One-Time Project Costs

#	Scope Item	Description	Task Total
1	Project Management	Admin	\$ 1,800.00
3.1	Interactive Visual Sitemap	Design and build an interactive sitemap tool linking MPO programs and resources, including 2 design review cycles. (This task is covered in the existing contract.)	incl
5.1	Knowledge Library & Training Materials	Update site documentation and training guides reflecting new features and workflows.	\$ 2,680.00
	Training Sessions (Remote or in-person)	Conduct live training sessions for MPO staff with Q&A and practical demonstrations.	
6.4	Design Consulting & UX Guidance	Provide art direction, accessibility guidance, and design reviews to ensure cohesive, user-friendly layouts.	\$ 71,200.00
	Theme Integration	Apply new theme and styles across website pages to align with MPO design standards.	
	Improve Mobile Experience	Optimize layouts, navigation, and search for mobile devices. Ensure all pages, menus, and interactive elements are responsive, fast-loading, and touch-friendly. Conduct QA testing across multiple devices (iOS, Android, tablets) to confirm accessibility and usability.	
	Site Optimization & Infrastructure	Implement performance enhancements and infrastructure improvements to ensure fast load times and reliable performance across web and mobile. Tasks include caching configuration, image optimization, code minification, database tuning, and CDN (if applicable). QA testing will confirm improved speed scores and stability.	
	Navigation Update	Implement approved navigation structure with responsive behavior and SEO-friendly breadcrumbs.	
	Homepage Redesign	Build new homepage layout with improved visual hierarchy and featured content sections.	
	Program Overview & Landing Pages	Create 10 program pages with provided content, visual assets, and cross-linking to related initiatives.	
	Enhanced Search Implementation	Configure advanced search with filters and PDF indexing in staging and production.	
	Elastic Search Custom Plugin	Develop a plugin to integrate Joomla with Elasticsearch, enabling robust filtering and user-friendly search UI.	
	Content Catalog	The central repository that organizes and normalizes all searchable materials across the website. It consolidates Joomla pages, uploaded documents (PDFs, Word files, etc.), and approved third-party web pages into a unified structure	
	Metadata Optimization	Add structured metadata across content for better internal and external search visibility.	
	Archive Area	Build organized archive section for retired content with filtering by category and date.	
7	Website Services	Ongoing Development & Design Support for Page building as needed	\$ 10,633.00

Additional Hosting and Support for New Features

6.2	Additional Hosting & Maintenance for Search Server		\$ 12,214.00
	Search Server Hosting		
	Mobile Performance Optimization Infrastructure		
	Monthly Maintenance & Support for Search Server		

The above hosting costs for the new enhanced infrastructure are in addition to the current hosting contract costs for the Browardmpo.org website.

Total for BROWARD MPO WEBSITE ENHANCEMENTS \$ **98,527.00**

Website Enhancement Proposal

Broward Metropolitan Planning Organization

Proposal Date: September 03, 2025

Executive Summary

This proposal outlines a comprehensive modernization of the Broward MPO website to better reflect the organization's updated theme, improve navigation, and provide an optimized user experience. The enhancements will ensure visual consistency, improve content discoverability through advanced search functionality, and add interactive elements to better connect visitors with MPO programs and initiatives.

Our approach focuses on creating a more accessible, user-friendly platform that serves both MPO staff and the public while maintaining the professional standards expected of a metropolitan planning organization.

Expected Benefits

For MPO Staff

- Efficiency Gains: 60-80% reduction in time spent searching for documents
- Better Decision Making: Easy access to historical data and reports
- Improved Collaboration: Quick discovery of related projects and studies
- Content Management: Insights into content gaps and usage patterns

For Public Users

- Enhanced Transparency: Easy access to transportation plans and meeting minutes
- Better Engagement: Quick finding of public participation opportunities
- Improved Service: Faster response to information requests
- Accessibility: Better tools for users with disabilities

Broward MPO Responsibilities

Assumptions clarify what inputs and resources Broward MPO will provide to support project delivery.

Broward MPO will provide:

- Finalized branding guidelines and assets.
- Navigation structure and sitemap.
- Homepage design files.

- Content for program landing pages.
- Review Data Catalog Content; Proposed Meta-Data, Categorization & Tags
- Provide all documents/content that are to be included in search
- Review Interactive Site Map Layout

Project Scope

Task 1.0

Project Management

Provide administrative oversight and coordination to keep the project aligned with Broward MPO's objectives.

- Track milestones and deliverables
- Provide regular updates to stakeholders
- Ensure contract compliance and oversight
- Manage quarterly billing and other administrative tasks.

Task 5.1

Knowledge Library & Training Materials

Update site documentation and training guides reflecting new features and workflows.

Training Sessions

Conduct live training sessions for MPO staff with Q&A and practical demonstrations.

Task 6.1

Design Consulting & UX Guidance

Provide art direction, accessibility guidance, graphic design where needed and design reviews to ensure cohesive, user-friendly layouts.

Website Services

Ongoing Development & Design Support for Broward MPO Staff as needed.

Task 6.4

Design Consulting & UX Guidance

Provide strategic design and user experience direction to ensure the website is visually cohesive, accessible, and user-friendly.

- Art direction and graphic design support where needed
- Guidance on accessibility and ADA compliance
- Recommendations on typography, color, and layouts
- Design reviews at key milestones to confirm brand alignment and intuitive navigation

Theme Integration

Apply Broward MPO's new theme across all 237 website pages to create a cohesive, professional appearance that aligns with your organization's visual standards.

- Update color palette, typography, and graphic elements
- Ensure consistent styling across headers, footers, and navigation
- Apply the new theme to program pages, landing pages, and subpages
- Update buttons, icons, and UI components

Improved Mobile Experience

Optimize layouts, navigation, and search for mobile devices.

- Confirm responsiveness across all pages, menus, and interactive elements
- Ensure fast-loading, touch-friendly performance
- Conduct QA testing across iOS, Android, and tablets
- Address refinements and adjustments to homepage, landing pages, and search functionality
- Provide holistic mobile polish beyond navigation and homepage redesign

Site Optimization & Infrastructure

Implement performance enhancements and infrastructure improvements to ensure fast load times and reliable performance across web and mobile.

- Configure caching layers, image optimization, and code minification
- Tune the database for faster queries
- Implement a CDN if appropriate
- Conduct QA testing to confirm improved load times and stability across desktop and mobile

Navigation Update

Implement the approved navigation structure with responsive behavior and SEO-friendly breadcrumbs to improve user experience across all devices.

- Configure top-level menus and submenus per approved site map
- Apply responsive behavior for mobile and tablet devices
- Update breadcrumb navigation for usability and SEO

Homepage Redesign

Build new homepage layout with improved visual hierarchy, featured content sections, and prominent search functionality.

- Implement a new homepage design provided by Broward MPO
- Make search functionality more prominent in layout
- Optimize for quick access to programs and resources
- Feature news, events, and updates prominently

Program Overview & Landing Pages

Create 10 program pages with provided content, visual assets, and cross-linking to related initiatives for better content organization.

- Build dedicated landing pages for each program
- Include overview content and key messages
- Implement cross-linking between related programs
- Add visual assets and graphics

Enhanced Search Functionality

Revolutionary Search Experience

Transform how visitors find information on your website with an intelligent, fast search system that indexes all content types including PDFs, documents, and web pages.

The screenshot displays an 'Advanced Search' interface with a purple header. A search bar contains the text 'project management best practices'. Below the search bar, the results are shown for the query 'project management best practices' (0.043 seconds), sorted by 'Relevance'. The results list three items:

- Complete Guide to Project Management Best Practices** (Article, March 15, 2024, 12 pages, John Smith). Description: Learn the essential project management best practices that successful teams use to deliver projects on time and within budget. This comprehensive guide covers methodology selection, team communication, risk assessment, and stakeholder management techniques... URL: <https://yoursite.com/articles/project-management-guide>
- Agile Project Management Framework** (PDF Document, February 28, 2024, 24 pages, Sarah Johnson). Description: A detailed overview of agile project management methodologies, including Scrum, Kanban, and Lean principles. Includes best practices for sprint planning, daily standups, and retrospectives. Perfect for teams transitioning to agile workflows... URL: <https://yoursite.com/documents/agile-framework.pdf>
- Project Management Templates and Checklists** (Resource Pack, January 10, 2024, 8 files, Mike Davis). Description: Download our collection of proven project management templates including project charters, risk registers, and status reports. These tools follow industry best practices and can be customized for any project type... URL: <https://yoursite.com/resources/pm-templates>

On the left side, there are filters for Content Type (Articles: 847, Documents: 156, PDF Files: 89, Images: 234), Category (Business: 45, Technology: 78, Training: 34, Policies: 23), Date Range (Last Week: 12, Last Month: 67, Last Year: 445), and File Size (Small < 1MB: 234, Medium 1-10MB: 89, Large > 10MB: 23).

Enhanced search with filtering, highlighting, and fast results across all content types

Enhanced Search Implementation

Configure advanced search with filters and PDF indexing in both staging and production environments.

- Full-text search across web pages, PDFs, and documents
- Filtering and highlighting features for refined results
- Fast, user-friendly search interface for the public and staff

Elasticsearch Custom Plugin Development

Develop a custom plugin to integrate Joomla with Elasticsearch, enabling robust filtering and user-friendly search interface.

- Configure plugin in staging and production environments
- Deliver advanced filtering options and a user-friendly interface
- Ensure performance and stability for long-term use

Content Catalog

The central repository organizes and normalizes all searchable materials across the website.

- Consolidate Joomla pages, uploaded documents (PDF, Word, etc.), and approved third-party resources
- Normalize content into a unified structure for easier navigation

Metadata Optimization

Add structured metadata across content for better internal and external search visibility.

- Enhance internal search functionality
- Improve visibility in external search engines

Archive Area

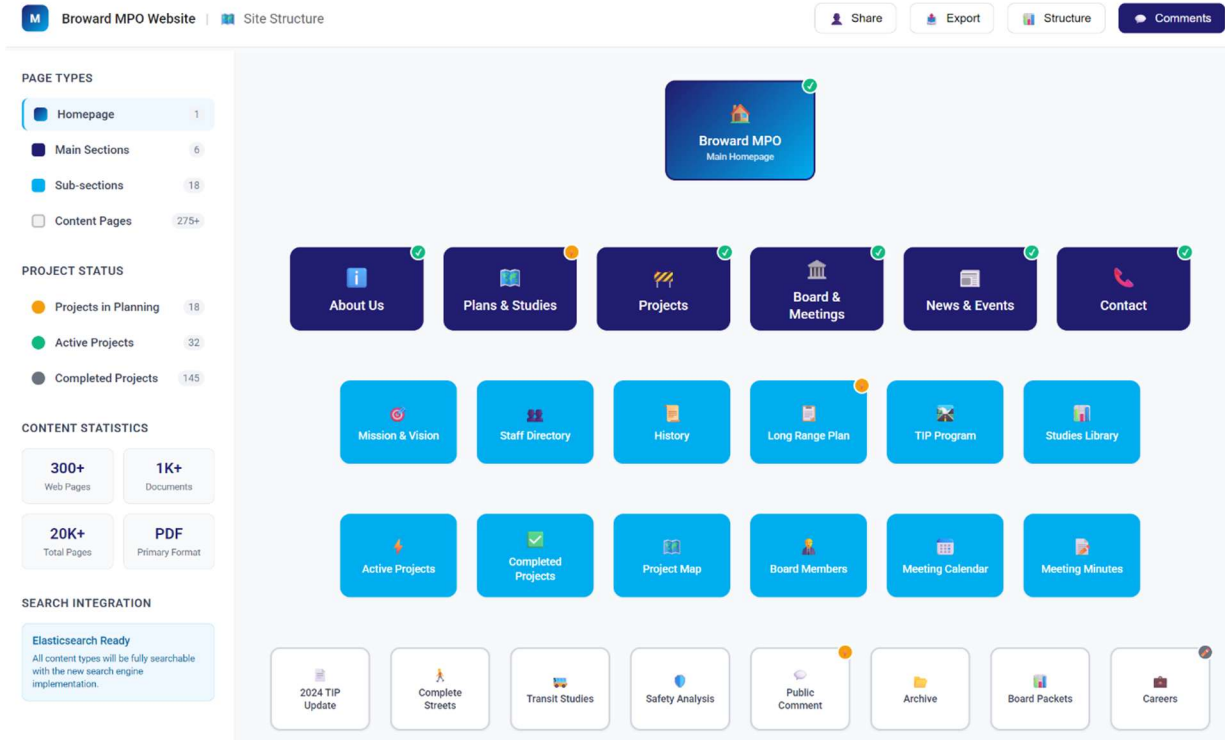
Build organized archive section for retired content with filtering by category and date.

- Provide filtering by category and date
- Maintain transparency and easy access to historical materials

Interactive Visual Sitemap

Navigate Your Organization Visually

An interactive sitemap that helps visitors understand MPO programs and their connections, providing direct access to related content and resources.



Custom UX styled interface with project status tracking and professional navigation tools

Interactive Visual Sitemap

Design and build an interactive sitemap tool linking MPO programs and resources, including 2 design review cycles.

- Show relationships between programs and resources
- Link to internal pages and external content
- Accessible via navigation menu and footer
- Mobile-responsive design

Tentative Project Timeline

Phases may overlap as appropriate to maintain efficiency.

Duration: Nov 1, 2025 – Apr 30, 2026

Phase 1: Project Kickoff & Planning (Nov 1 – Nov 14)

- Kickoff meeting, confirm scope & resources
- Set up project tracking, communication cadence
- Deliver project plan & schedule
- Client review & approval

Phase 2: Theme Integration & Navigation Update (Nov 15 – Dec 19)

- Apply new theme across website pages
- Update navigation structure & responsive menus
- Configure breadcrumb SEO-friendly navigation
- Client review & revisions

Holiday Quiet Period (Dec 20 – Jan 5)

- No major deliverables scheduled during Christmas & New Year
- Development team may continue background tasks, but no client reviews expected

Phase 3: Homepage Redesign & Program Landing Pages (Jan 6 – Jan 23)

- Implement new homepage design
- Build up to 10 program landing pages with provided content & cross-linking
- Optimize layouts for accessibility & usability
- Client review & revisions

Phase 4: Mobile Experience & Site Optimization (Jan 24 – Feb 20)

- Refine mobile responsiveness, polish homepage & program pages
- Performance optimization (caching, minification, image tuning, CDN if needed)
- Cross-device QA (iOS, Android, tablets)
- Client review & adjustments

Phase 5: Enhanced Search & Content Catalog (Feb 21 – Mar 27)

- Elasticsearch plugin development & integration
- Full-text + PDF indexing, filtering & highlighting
- Build Content Catalog structure & metadata optimization
- Configure archive area
- Client review & revisions

Phase 6: Interactive Visual Sitemap (Mar 28 – Apr 10)

- Design & build interactive sitemap
- Conduct 2 design review cycles
- Ensure mobile responsiveness
- Client review & revisions

Phase 7: QA, Training & Launch Prep (Apr 11 – Apr 24)

- System-wide QA testing (functionality, performance, accessibility)
- Final content validation & metadata checks
- Prepare knowledge library & training materials

- Conduct staff training sessions (remote/on-site)
- Client sign-off

Phase 8: Launch & Post-Launch Monitoring (Apr 25 – Apr 30)

- Final deployment to production
- Monitoring & adjustments (stability, analytics setup)
- Wrap-up & project closeout

Project Deliverables

The following timeline is based on receiving the Notice to Proceed on November 1st.

	Delivery Date
1. Updated Joomla website with new theme and navigation	November 14, 2025
2. Redesigned homepage with enhanced functionality	January 23, 2026
3. Ten (up-to 10) program landing pages with cross-linking	February 20, 2026
4. Advanced search system with Elasticsearch integration	April 24, 2026
5. Interactive visual sitemap	April 10, 2026
6. Organized archive area for retired content	April 24, 2026
7. Enhanced metadata across all content	April 24, 2026
8. Updated documentation and training materials	April 24, 2026
9. Staff training sessions (remote or on-site).	April 24, 2026
10. Search analytics and monitoring dashboard	April 24, 2026

Investment Overview

One-Time Project Costs

Scope Items

Project management & Administration

Design Consulting & UX Guidance

Theme Integration

Improve Mobile Experience

Site Optimization & Infrastructure

Navigation Update

Homepage Redesign

Program Landing Pages (up to 10)

Enhanced Search Implementation

Elasticsearch Custom Plugin	
Content Catalog	
Metadata Optimization	
Archive Area	
Interactive Sitemap	
Knowledge Library & Training Materials	
Training Sessions	
Website Services	
Total Project Development	\$86,313

Additional Hosting & Support Infrastructure

Service	
“Search” Server Hosting	
Mobile Performance Optimization Infrastructure	
Enhanced Maintenance	
Total Additional Annual Cost	Enhanced hosting and support
	\$12,214



Action Items 3.

Executive Committee

Meeting Date: 10/30/2025

REQUESTED ACTION:

MOTION TO AUTHORIZE the Purchase of Office Furniture and Related Items for an Amount Not to Exceed \$75,000

WHAT THIS ACTION ACCOMPLISHES:

Approval of this authorization will allow the MPO to purchase office furniture and related items to ensure all staff have equal access to the same standardized furniture sets and accommodate in-office collaboration space.

SUMMARY EXPLANATION/BACKGROUND:

In 2017, the MPO moved its office space to a larger suite to accommodate current and future anticipated staffing needs. As part of the move for the expansion, the MPO purchased new furniture to fill the empty offices. Over the years, the MPO has strategically upgraded the old furniture to be in line with the newer style. This will be the final purchase to unify the style in the office and ensure all staff have equal access to the same office furniture. For the furniture replacement quote, please see the Attachment.

MPO staff will be available at the upcoming meeting to address any questions or comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends approval of the authorization for the purchase of office furniture in an amount not to exceed \$75,000.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Paul Calvaresi at (954) 876-0037 or calvaresip@browardmpo.org.

Attachments

Furniture Replacement Quote



QUOTE

Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

Order Number	130850
Date	09/12/2025
Customer PO No	QUOTE
Customer Account	BROW007 - N
Expiration Date	10/12/2025
Salesperson	Robert Linert
Project Number	
Terms	NET 10 DAYS
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		C:Harvest Tag: Tag TG: B. 10		
34	2.00 Each	HMBTLEG24--.C-\$(P2)-.PR6 Huddle Fixed Height T-leg bas For 24" tops .C:Casters \$(P2):P2 Paint Opts .PR6:Silver Tag: Tag TG: B. 10	269.45	538.90
49	1.00 Each	HLSLZ5SC72--.P 60"W External Stiffener .P:Black Tag: Tag TG: B. 10	65.60	65.60

Group	Quantity	Description	Unit Price	Extended Amount
C. 12	1.0	C. 12	6,048.98	6,048.98

Line	Quantity	Description	Unit Price	Extended Amount
28	1.00 Each	HJTRGH24--.P 24" Cable Management Tray - Black Only .P:Black Tag: Tag TG: C. 12	27.24	27.24
37	1.00 Each	HHATW2460CT--\$(L1STD)-.C-.C-.G1-T1-.P 60W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .C:Harvest .C:Harvest .G1:1 Grommet - Centered T1:Platinum .P:Black Tag: Tag TG: C. 12	167.69	167.69
39	1.00 Each	HHATB2S2LT--\$(P2)-.PR6-.X-.UD 2 Stage 2 Leg Rectangle T Foot \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .UD:Basic Up/Down Tag: Tag TG: C. 12	299.94	299.94
50	1.00 Each	HHATPWRMOD2S--.AC-.DWT-\$(P2) Telescoping Wire Chase 2S HAT Solution .AC:USB - A/C .DWT:White \$(P2):P2 Paint Opts Tag: Tag TG: C. 12	308.67	308.67
52	1.00 Each	PLCM11-L--B-Momentum-Graph-9191158-NP-MF-ASL-NGB Poet Cube Modular Single Seat with Arm, Left - 32d x 31 1/2w x 32h B:Grade B (Single Pattern/Colorway)	1,082.50	1,082.50



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		Momentum:Momentum Fabric Graph:Graph 9191158:Coal NP:No Pocket MF:Metal Foot ASL:Arctic Silver NGB:No Ganging Bracket Tag: Tag TG: C. 12		
54	1.00 Each	PLCMC01-L--B-Momentum-Graph-9191158-MF-ASL-NGB Poet Cube Modular Corner, Left - 31 1/2d x 31 1/2w x 32h B:Grade B (Single Pattern/Colorway) Momentum:Momentum Fabric Graph:Graph 9191158:Coal MF:Metal Foot ASL:Arctic Silver NGB:No Ganging Bracket Tag: Tag TG: C. 12	1,140.10	1,140.10
55	1.00 Each	PLRD20-22M--T-CLY-ASL Poet Round Side Table - Metal Legs - 22d x 22w x 20h T:Laminate Surface CLY:Clay ASL:Arctic Silver Tag: Tag TG: C. 12	652.80	652.80
57	1.00 Each	PLCM01--B-Momentum-Graph-9191158-MF-ASL-NGB Poet Cube Modular Single Seat - Armless - 32d x 27w x 32h B:Grade B (Single Pattern/Colorway) Momentum:Momentum Fabric Graph:Graph 9191158:Coal MF:Metal Foot ASL:Arctic Silver NGB:No Ganging Bracket Tag: Tag TG: C. 12	909.70	909.70
60	3.00 Each	GP-LINK Poet Linking Brackets Tag: Tag TG: C. 12	21.50	64.50
61	2.00 Each	EC30--B-B Power Center - Under Mount B:Black B:Black Cord Tag: Tag TG: C. 12	156.67	313.34
63	1.00 Each	PLCM11-R--B-Momentum-Graph-9191158-NP-MF-ASL-NGB Poet Cube Modular Single Seat with Arm, Right - 32d x 31 1/2w x 32h B:Grade B (Single Pattern/Colorway) Momentum:Momentum Fabric Graph:Graph 9191158:Coal NP:No Pocket MF:Metal Foot	1,082.50	1,082.50



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		ASL:Arctic Silver NGB:No Ganging Bracket Tag: Tag TG: C. 12		
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Group	Quantity	Description	Unit Price	Extended Amount
D. F1	1.0	D. F1	2,188.35	2,188.35

Line	Quantity	Description	Unit Price	Extended Amount
9	5.00 Each	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack Tag: Tag TG: D. F1	34.36	171.80
15	2.00 Each	H10563--\$(L1STD)-.C-C 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: D. F1	513.51	1,027.02
20	1.00 Each	H105104--\$(L1STD)-.C-C 10500 Series Mobile Full Ht Ped F/F 15-5/8W x 22-3/4D \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: D. F1	451.03	451.03
40	1.00 Each	HCT29MX--\$(P2)-.PR8 Arrange Seated Height X-base for 36" Surfaces \$(P2):P2 Paint Opts .PR8:Silver Texture Tag: Tag TG: D. F1	320.99	320.99
41	1.00 Each	HCTRND36--.N-\$(L1STD)-.C-C Arrange Table 36" Round Top .N:No Grommet \$(L1STD):Grd L1 Standard Laminates .C:Harvest .C:Harvest Tag: Tag TG: D. F1	217.51	217.51

Group	Quantity	Description	Unit Price	Extended Amount
E. F2	1.0	E. F2	528.35	528.35

Line	Quantity	Description	Unit Price	Extended Amount
11	1.00 Each	H105R3066--\$(L1STD)-.C-C 66Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates	198.37	198.37



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Project Number	
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		.C:Harvest C:Harvest Tag: Tag TG: E. F2		
35	1.00 Each	HMBTLEG24--.C-(P2)-.PR6 Huddle Fixed Height T-leg bas For 24" tops .C:Casters \$(P2):P2 Paint Opts .PR6:Silver Tag: Tag TG: E. F2	269.45	269.45
48	1.00 Each	HLSLZ5SC66--.P 54"W External Stiffener .P:Black Tag: Tag TG: E. F2	60.53	60.53

Group	Quantity	Description	Unit Price	Extended Amount
F.22	1.0	F.22	2,098.83	2,098.83

Line	Quantity	Description	Unit Price	Extended Amount
29	1.00 Each	HTLMTTV--\$(P1)-.P Preside TV Mount \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: F. 22	158.93	158.93
43	1.00 Each	HCWTB3656G--.N-\$(L1STD)-.C-.C 36x56 Booth Top w/ Flat Edge .N:No Grommet \$(L1STD):Grd L1 Standard Laminate .C:Harvest .C:Harvest Tag: Tag TG: F. 22	279.99	279.99
44	1.00 Each	HCWTDSBM29--\$(P2)-.PR8 29H Double Pedestal Medium \$(P2):P2 Paint Opts .PR8:Silver Texture Tag: Tag TG: F. 22	716.18	716.18
46	1.00 Each	HFTLS24--.N-.0-\$(L1STD)-.C-.L-\$(P2)-.PR8 Flock 24 Cube Table Laminate .N:No Grommet .0:No Ports \$(L1STD):Grd L1 Standard Laminates .C:Harvest .L:Standard Option \$(P2):P2 Paint Opts .PR8:Silver Texture Tag: Tag TG: F. 22	454.93	454.93
65	2.00	5652B1.A130--MC2-FABRIC--FG1--GL2	244.40	488.80



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Each	Focus, Side Chair, Mesh Back, Silver Frame, A130 Arm MC2:Slate Mesh FABRIC:Fabric Grade Selections ~:No Selection FG1:Fabric Grade 1 ~:No Selection GL2:Performance Multi-Surface Glide Tag: Tag TG: F. 22			
------	---	--	--	--

Group	Quantity	Description	Unit Price	Extended Amount
G. 26	1.0	G. 26	1,305.06	1,305.06

Line	Quantity	Description	Unit Price	Extended Amount
23	3.00 Each	H105535--\$(L1STD)-.C-C 10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: G. 26	435.02	1,305.06

Group	Quantity	Description	Unit Price	Extended Amount
G. 33	1.0	G. 33	435.02	435.02

Line	Quantity	Description	Unit Price	Extended Amount
24	1.00 Each	H105535--\$(L1STD)-.C-C 10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: G. 33	435.02	435.02

Group	Quantity	Description	Unit Price	Extended Amount
G. 5	1.0	G. 5	8,337.74	8,337.74

Line	Quantity	Description	Unit Price	Extended Amount
27	2.00 Each	HJTRGH36--.P 36" Cable Management Tray - Black Only .P:Black Tag: Tag TG: G. 5	33.33	66.66
30	1.00	HTLHP168--\$(L1STD)-.C-C	1,463.59	1,463.59



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	Each	Preside Laminate Hollow Panel Base For 168" W Table Tops \$(L1STD):Grd L1 Standard Laminates .C:Harvest .C:Harvest Tag: Tag TG: G. 5		
31	1.00 Each	HTLC48168--G-C-.G2-\$(L1STD)-.C Preside 168W x 48D Rectangular Shaped Laminate Top .G:2MM/Flat C:Harvest .G2:Cut Out For Flip Top Port \$(L1STD):Grd L1 Standard Laminates .C:Harvest Tag: Tag TG: G. 5	823.17	823.17
32	2.00 Each	HQH5-E-3P1U2B--.SVR ElloraB G2 Flptop for IQ/3 Pwr/1 Dual USB/2 Blnk .SVR:Silver Tag: Tag TG: G. 5	236.25	472.50
33	2.00 Each	HQB Interlink IQ Power Base In-Feed Tag: Tag TG: G. 5	283.11	566.22
66	11.00 Each	5622YB1.A92--MC2-FABRIC--FG3--Z2--B0-C19-E3-LB1-KD Focus, Midback, Mesh Back, Enhanced Synchro Tilt Cntrl, A92 Adjustable Arms MC2:Slate Mesh FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 ~:No Selection Z2:Silver Back Support ~:No Heavy Duty Upgrade B0:Std Black Base C19:Self-Locking Hard Floor and Carpet Casters E3:Seat Depth Adjustment Upgrade LB1:Adjustable Lumbar Support KD:Knocked Down Tag: Tag TG: G. 5	449.60	4,945.60

Group	Quantity	Description	Unit Price	Extended Amount
H. 37	1.0	H. 37	513.51	513.51

Line	Quantity	Description	Unit Price	Extended Amount
25	1.00 Each	H10563--\$(L1STD)-.C-C 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: H. 37	513.51	513.51



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Group	Quantity	Description	Unit Price	Extended Amount
I. 39	1.0	I. 39	7,718.08	7,718.08

Line	Quantity	Description	Unit Price	Extended Amount
4	1.00 Each	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack Tag: Tag TG: I. 39	37.88	37.88
5	1.00 Each	H10502--\$(L1STD)-.C 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D \$(L1STD):Grd L1 Standard Laminates .C:Harvest Tag: Tag TG: I. 39	361.99	361.99
6	1.00 Each	H105692X--\$(L1STD)-.C-C 10500 Series Cred Shell 48W x 24D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: I. 39	322.94	322.94
7	1.00 Each	H105104--\$(L1STD)-.C-C 10500 Series Mobile Full Ht Ped F/F 15-5/8W x 22-3/4D \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: I. 39	451.03	451.03
14	1.00 Each	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack Tag: Tag TG: I. 39	34.36	34.36
36	1.00 Each	HHATW3072CT--\$(L1STD)-.C-.C-.G1-Q-.P 72W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .C:Harvest .C:Harvest .G1:1 Grommet - Centered Q:Light Gray .P:Black Tag: Tag TG: I. 39	208.43	208.43
38	1.00 Each	HHATB2S2LT--\$(P2)-.PR6-.X-.UD 2 Stage 2 Leg Rectangle T Foot \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .UD:Basic Up/Down Tag: Tag TG: I. 39	299.94	299.94
42	2.00 Each	HCWPT--\$(L1STD)-.C-.C-\$(P2)-.PR8 15" x 17" Personal Table \$(L1STD):Grd L1 Standard Laminate	195.64	391.28



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		.C:Harvest .C:Harvest \$(P2):P2 Paint Opts .PR8:Silver Texture Tag: Tag TG: I. 39		
53	1.00 Each	PLCMC01-L--C-Maharam-Messenger-MES031-MF-STD-ASL-YGB Poet Cube Modular Corner, Left - 31 1/2d x 31 1/2w x 32h C:Grade C (Single Pattern/Colorway) Maharam:Maharam Fabrics Messenger:Messenger MES031:Capri MF:Metal Foot STD:JSI Standard Metal Finishes ASL:Arctic Silver YGB:Yes, Granging Bracket Tag: Tag TG: I. 39	1,241.09	1,241.09
56	1.00 Each	PLCM11-L--C-Maharam-Messenger-MES031-NP-MF-STD-ASL-YGB Poet Cube Modular Single Seat with Arm, Left - 32d x 31 1/2w x 32h C:Grade C (Single Pattern/Colorway) Maharam:Maharam Fabrics Messenger:Messenger MES031:Capri NP:No Pocket MF:Metal Foot STD:JSI Standard Metal Finishes ASL:Arctic Silver YGB:Yes, Granging Bracket Tag: Tag TG: I. 39	1,175.04	1,175.04
58	2.00 Each	PLCM01--C-Maharam-Messenger-MES031-MF-STD-ASL-YGB Poet Cube Modular Single Seat - Armless - 32d x 27w x 32h C:Grade C (Single Pattern/Colorway) Maharam:Maharam Fabrics Messenger:Messenger MES031:Capri MF:Metal Foot STD:JSI Standard Metal Finishes ASL:Arctic Silver YGB:Yes, Granging Bracket Tag: Tag TG: I. 39	988.03	1,976.06
59	2.00 Each	GP-LINK Poet Linking Brackets Tag: Tag TG: I. 39	21.50	43.00
62	1.00 Each	PLCM11-R--C-Maharam-Messenger-MES031-ASL-YGB Poet Cube Modular Single Seat with Arm, Right - 32d x 31 1/2w x 32h C:Grade C (Single Pattern/Colorway) Maharam:Maharam Fabrics Messenger:Messenger MES031:Capri ASL:Arctic Silver YGB:Yes, Granging Bracket	1,175.04	1,175.04



QUOTE

Miami Gardens
1662 NW 215th St
Miami Gardens, FL 33056
Phone: 954-499-6677

West Palm Beach
2403 S. Dixie Highway
West Palm Beach, FL 33401
Phone: 561-848-4982
Fax: 561-651-1091

Order Number	130850
Date	09/12/2025
Customer PO No	QUOTE
Customer Account	BROW007 - N
Expiration Date	10/12/2025
Salesperson	Robert Linert
Project Number	
Terms	NET 10 DAYS
Page	10 of 12

Tag: Tag TG: I. 39

Group	Quantity	Description	Unit Price	Extended Amount
J. 40	1.0	J. 40	815.37	815.37

Line	Quantity	Description	Unit Price	Extended Amount
16	1.00 Each	H10563--\$(L1STD)-.C-C 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: J. 40	513.51	513.51
18	1.00 Each	H105292--\$(L1STD)-.C-C 1050 Series Bookcase Hutch 36"W x 37-1/8"H \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: J. 40	301.86	301.86

Group	Quantity	Description	Unit Price	Extended Amount
K. 41	1.0	K. 41	815.37	815.37

Line	Quantity	Description	Unit Price	Extended Amount
13	1.00 Each	H10563--\$(L1STD)-.C-C 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: K. 41	513.51	513.51
17	1.00 Each	H105292--\$(L1STD)-.C-C 1050 Series Bookcase Hutch 36"W x 37-1/8"H \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: K. 41	301.86	301.86

Group	Quantity	Description	Unit Price	Extended Amount
L. 42	1.0	L. 42	1,501.09	1,501.09

Line	Quantity	Description	Unit Price	Extended Amount
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QUOTE

Miami Gardens
 1662 NW 215th St
 Miami Gardens, FL 33056
 Phone: 954-499-6677

West Palm Beach
 2403 S. Dixie Highway
 West Palm Beach, FL 33401
 Phone: 561-848-4982
 Fax: 561-651-1091

Order Number	130850
Date	09/12/2025
Customer PO No	QUOTE
Customer Account	BROW007 - N
Expiration Date	10/12/2025
Salesperson	Robert Linert
Project Number	
Terms	NET 10 DAYS
Page	11 of 12

8	1.00 Each	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack Tag: Tag TG: L. 42	37.88	37.88
12	1.00 Each	H105897R--\$(L1STD)-.C-C 10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRectTop \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: L. 42	647.84	647.84
21	1.00 Each	H105292--\$(L1STD)-.C-C 1050 Series Bookcase Hutch 36"W x 37-1/8"H \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: L. 42	301.86	301.86
26	1.00 Each	H10563--\$(L1STD)-.C-C 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD):Grd L1 Standard Laminates .C:Harvest C:Harvest Tag: Tag TG: L. 42	513.51	513.51

Group	Quantity	Description	Unit Price	Extended Amount
M. 46A	1.0	M. 46A	632.74	632.74

Line	Quantity	Description	Unit Price	Extended Amount
22	1.00 Each	HFLDGRMT--.P Field Installable Grommet .P:Black Tag: Tag TG: M. 46A	19.53	19.53
45	1.00 Each	HFDTRGH32--.P Flip-Down Wire Trough 32W - Black Only .P:Black Tag: Tag TG: M. 46A	82.52	82.52
47	1.00 Each	HMVR-3054G-FX--.N-\$(L1STD)-.LDW1-.DW-.G-\$(P2)-.PR6 Motivate Table Rect 30Dx54W 2mm Edge Fixed Base .N:No Grommets \$(L1STD):Grd L1 Standard Laminates .LDW1:Designer White 15051 .DW:Designer White .G:Glide \$(P2):P2 Paint Opts .PR6:Silver Tag: Tag TG: M. 46A	530.69	530.69



QUOTE

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Miami Gardens, FL 33056
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Order Number	130850
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Salesperson	Robert Linert
Project Number	
Terms	NET 10 DAYS
Page	12 of 12

Group	Quantity	Description	Unit Price	Extended Amount
N. GUEST CHAIRS	1.0	N. GUEST CHAIRS	16,793.60	16,793.60

Line	Quantity	Description	Unit Price	Extended Amount
67	64.00 Each	5652B1.A130--MC2-FABRIC--~FG3-GRAPH-TIDAL Focus, Side Chair, Mesh Back, Silver Frame, A130 Arm MC2:Slate Mesh FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 GRAPH:Graph Standard Color Selection TIDAL:Graph Tidal Tag: Tag TG: N. GUEST CHAIRS	262.40	16,793.60

Group	Quantity	Description	Unit Price	Extended Amount
Z-LABOR	1.0	Z-LABOR	9,775.00	9,775.00

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	LABOR -BROWARD MPO ADDTL ITEMS LABOR TO RELOCATE EXISTING FURNITURE AND/OR REMOVE PIECES TO BE USED IN NEW OFFICE SETUPS Tag: Tag TG: Z-LABOR	0.00	0.00
2	1.00 Each	LABOR -BROWARD MPO ADDTL ITEMS LABOR TO DELIVER & INSTALL DURNING NORMAL BUSINESS HOURS, MONDAY-FRIDAY, 9AM-5PM Tag: Tag TG: Z-LABOR	9,775.00	9,775.00

Order Sub-Total : \$60,642.67

TOTAL ORDER : \$60,642.67

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

***ANY QUESTIONS, PLEASE CONTACT
ACCOUNTSRECEIVABLE@JCWHITE.COM***

Executive Committee

Meeting Date: 10/30/2025

REQUESTED ACTION:

MOTION TO AUTHORIZE the Broward MPO Executive Director to Execute a Purchase Order Between the Broward MPO and Broward County Convention Center for Food & Beverage Services for the 2026 Safe Roads Summit in an Amount Not to Exceed \$201,386.60

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will authorize the MPO to execute a purchase order with the Broward County Convention Center to provide catering services for conference attendees at the Safe Roads Summit held on February 25 - 26, 2026.

SUMMARY EXPLANATION/BACKGROUND:

The Safe Roads Summit (Summit), formerly known as the Safe Streets Summit, is a collaborative effort between the Miami-Dade Transportation Planning Organization, the Broward MPO, and the Palm Beach Transportation Planning Agency rotating from county to county each year. This upcoming Summit will be hosted by the Broward MPO at the Broward County Convention Center on February 25 and 26, 2026. The Summit is an event that brings together policymakers, technical experts, and community advocates to promote safer roads that support vibrant communities, fuel economic development, and shape the future of transportation through innovation and technology. For over a decade, the Summit has been a hub for sharing strategies, skills, and partnerships to turn community-focused projects from concept to reality.

The Broward MPO entered a contract with the Broward County Convention Center earlier this year to reserve the meeting space for the upcoming Summit. The Convention Center uses an exclusive caterer (Savor) for all of its events and does not permit the use of an outside caterer. The MPO has coordinated with Savor to obtain a Show Management Quote for the food and beverages to be provided to attendees of the Summit. Thus, the total not-to-exceed amount for the proposed Purchase Order is based on the Quote in Attachment 1, which includes food and beverage offerings for 550 people for both days of the Summit. Items include: general session meals, morning and afternoon coffee breaks, light bites and beverages at networking receptions, etc. Note that the food and beverage quote may be adjusted closer to the event and the Purchase Order may ultimately come in under the \$201,386.60 shown in the Quote in Attachment 1.

It is important to note that Federal funds will not be used to pay for the food and drinks included in this Purchase Order. Instead, sponsors will cover the expenses listed in the Quote in Attachment 1.

At the upcoming meeting, MPO staff will provide a brief presentation and be available to address any questions or comments on this item. For the PowerPoint presentation, please see Attachment 2.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends approval of the authorization for the Broward MPO Executive Director to execute a Purchase Order between the Broward MPO and Broward County Convention Center for food and beverage services for the 2026 Safe Roads Summit in an amount not to exceed \$201,386.60.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Kerrie MacNeil at (954) 876-0772 or macneilk@browardmpo.org.

Attachments

1. F&B - Show Management Quote
 2. Purchase Order for Food and Beverage Broward MPO and the Broward County Convention Center - PowerPoint Presentation
-
-



F&B - SHOW MANAGEMENT QUOTE

Issue Date: 10/15/2025
Event(s): Safe Roads Summit
Event Date(s): 2/24/2026 - 2/27/2026
Event Unique ID: 1347-65-65-72072
Catering Manager: Brett Seibert

Client: BROWARD METROPOLITAN PLANNING ORGANIZATION 100 WEST CYPRESS CREEK ROAD , 6th Floor, Suite 650 FORT LAUDERDALE, FL 33309	Client Contact: Kerrie MacNeil Phone: 954-876-0072 Email: MacNeilk@browardmpo.org
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BEO SUMMARY				
Day/Date	BEO #	Function Name	Location	Amount
Wednesday, 02/25/2026	1347-65-65-53796	General Session Breakfast		\$16,368.00
Wednesday, 02/25/2026	1347-65-65-53797	AM Beverage Break		\$7,688.00
Wednesday, 02/25/2026	1347-65-65-57570	Buffet Lunch		\$39,556.00
Wednesday, 02/25/2026	1347-65-65-53798	PM Beverage Break		\$8,010.40
Wednesday, 02/25/2026	1347-65-65-53799	VIP Plated Dinner		\$2,306.40
Wednesday, 02/25/2026	1347-65-65-53800	Evening Reception - CASH BAR		\$11,900.00
Wednesday, 02/25/2026	1347-65-65-53801	Evening Reception - FOOD		\$14,880.00
Thursday, 02/26/2026	1347-65-65-53802	General Session Breakfast		\$16,368.00
Thursday, 02/26/2026	1347-65-65-53803	AM Beverage Break		\$9,219.40
Thursday, 02/26/2026	1347-65-65-53804	Buffet Lunch		\$40,920.00
Thursday, 02/26/2026	1347-65-65-60804	PM Beverage Break		\$8,010.40
Thursday, 02/26/2026	1347-65-65-53805	Evening Reception - CASH BAR		\$11,900.00
Thursday, 02/26/2026	1347-65-65-53806	Evening Reception - FOOD		\$14,260.00
TOTALS				\$201,386.60

EVENT SUMMARY	
SUBTOTAL	\$167,015.00
DISCOUNTED SUBTOTAL	\$167,015.00
Service Charges	\$34,371.60
TOTAL	\$201,386.60

Signature: _____
 BROWARD METROPOLITAN PLANNING ORGANIZATION



**Purchase Order for Food and Beverage
Broward MPO and the Broward County
Convention Center**

Safe Roads Summit

October 30, 2025
MPO Executive Committee

Safe Roads Summit History



The Safe Roads Summit (formerly known as the Safe Streets Summit) is a collaborative effort between the Miami-Dade TPO, the Broward MPO, and the Palm Beach MPO rotating from county to county each year.

For over a decade, the Summit has been a hub for sharing strategies, skills, and partnerships to turn community-focused projects from concept to reality.

2026 Safe Roads Summit

This upcoming Summit will be hosted by the Broward MPO at the Broward County Convention Center on February 25 - 26, 2026.

This Summit will bring together policymakers, technical experts, and community advocates to promote safer roads that support vibrant communities, fuel economic development, and shape the future of transportation through innovation and technology.



Purchase Order Safe Roads Summit | 2025

A promotional poster for the "MOVING FAMILIES FORWARD" summit. The top section has a dark blue background with the text "SAVE THE DATE" in yellow and "February 25-26, 2026" in orange. Below this is a collage of illustrations: a family walking, a person on a bicycle, a person walking a dog, and a bus. The central text "MOVING FAMILIES FORWARD" is written in large, white, hand-drawn letters on a red background. At the bottom, there is an aerial view of the Broward County Convention Center. Text at the bottom of the poster includes the website "TheSafeRoadsSummit.org", the hashtag "#SafeRoadsSummit", and logos for the Safe Roads Summit, TP (Miami-Dade Transportation Planning Organization), Broward MPO (Metropolitan Planning Organization), and PALM BEACH Transportation Planning Agency.

SAVE THE DATE February 25-26, 2026

MOVING FAMILIES FORWARD

Broward County Convention Center
1950 Eisenhower Blvd, Fort Lauderdale, FL 33316

TheSafeRoadsSummit.org #SafeRoadsSummit

Safe Roads Summit **TP** **Broward MPO** **PALM BEACH**
Miami-Dade Transportation Planning Organization Metropolitan Planning Organization Transportation Planning Agency

BrowardMPO.org

Proposed Purchase Order for Food and Beverage



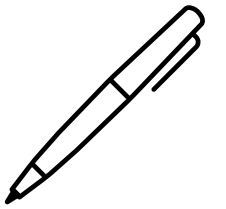
- The total not-to-exceed amount of \$201,386.60 for the Purchase Order is based on the Show Management Quote from the Broward County Convention Center's Exclusive caterer (Savor).
 - Quote is for food and beverage for 550 people for both days of the Summit (February 25 – 26)
 - Items include breakfast, lunch, morning coffee breaks, afternoon coffee breaks, food and drink at networking receptions, etc.

Proposed Purchase Order for Food and Beverage



- Note that the food and beverage quote may be adjusted closer to the event and the Purchase Order may ultimately come in under the not-to-exceed amount.
- It is important to note that federal funds will not be used to pay for the food and drink included in this Purchase Order. Instead, sponsorships will cover these expenses.

Delegated Authority to the MPO Executive Director



- MPO staff is requesting delegated authority for the Executive Director to execute a purchase order for the food and beverage services provided by Savor at the Broward County Convention Center as a vendor for the 2026 Safe Roads Summit.

Questions?

Questions?

Kerrie MacNeil

Senior Planner

macneilk@browardmpo.org

954-876-0072