AGENDA

Broward Metropolitan Planning Organization
Board Meeting
Thursday, October 8, 2026 9:30 a.m.
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

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_5E6jW9X0RnOKw3wzYuWq6A**

REGULAR ITEMS
(All Items Open for Public Comment)

1. Call to Order and Pledge

2. Electronic Roll Call

3. **Approval of Minutes - September 10, 2026**

4. Approval of Excused Absences

5. Approval of Agenda

6. Public Comments
   Please submit to **info@browardmpo.org** at least 24 hours prior to the start of the meeting.

CONSENT ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE Task Work Order No. 9 Between Broward Metropolitan Planning Organization ("BMPO") and Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated ("Consultant") for Project Support Public Outreach in an Amount Not to Exceed $535,850**

2. **MOTION TO APPROVE a Second Amendment to Agreement No. 21-01 Between Broward Metropolitan Planning Organization and Goodman Public Relations, Inc for Website Services in a Total Amount Not to Exceed $36,400**

ACTION ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE an Amendment to the Fiscal Year 2027–2031 Transportation Improvement Program:**
   FM# 2027002 - NE 3rd Avenue from NE 48th Street to Sample Road

2. **MOTION TO APPROVE an Employment Agreement by and Between Bryan Caletka and the Broward Metropolitan Planning Organization**

REGULAR ITEMS (continued)
(All Items Open for Public Comment)

7. Comments from the Chair

8. Member Comments
   Click here to submit a comment to go before the Board.

9. Executive Director's Report

10. Monthly Legislative Reports

11. **General Counsel's Report**

NON-ACTION ITEMS
(All Items Open for Public Comment)

1. **2050 Metropolitan Transportation Plan Amendment Requests**
   A. Florida Department of Transportation District 4
   B. Broward Safety Action Plan

2. **Broward Safety Action Plan 2025 Safety Snapshot**

FINANCIAL REPORTS - for information purposes

1. **Contracts Summary Report**

2. **Local Contribution Advocacy Expense Report**

CORRESPONDENCE - no discussion

1. No correspondence received.

COMMITTEE REPORTS - no discussion

1. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the September 23, 2026 Meetings**

2. Broward MPO Executive Committee meeting minutes can be found at: **http://browardmpo.org/index.php/agendas-minutes**

Notices of approved contracts from September 10, 2026 Executive Committee

ADMINISTRATIVE ITEMS

1. **State of the Region & Annual Awards - Thursday, October 22, 2026**

2. **Micromobility Workshop - November 12, 2026**

NEXT MEETING: NOVEMBER 12, 2026 - MOBILITY WORKSHOP in-person only; DECEMBER 10, 2026 - Board Meeting

MOTION TO ADJOURN

Mission Statement

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

Vision Statement

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

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.

Broward MPO
Metropolitan Planning Organization

Regular Item 3.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

SUMMARY:
Approval of Minutes - September 10, 2026

Attachments

Minutes - September 10, 2026

MINUTES

Broward Metropolitan Planning Organization
Thursday, September 10, 2026 9:30 a.m.
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

The timestamped recording and transcripts for all items are included in the video recording. The video recording of this meeting and any reference documents can be found at:
http://www.browardmpo.org/watch-archived-mpo-meetings

Chair:	Miramar Board Member Yvette Colbourne
Vice Chair:	Hallandale Beach Board Member Joy Cooper
Deputy Vice Chair:	Weston Board Member Byron Jaffe
District 1:	Coral Springs Board Member Joshua Simmons, Tamarac Board Member Kicia Daniel, Parkland Board Member Rich Walker
District 2:	Pompano Beach Board Member Rex Hardin, Deerfield Beach Board Member Todd Drosky, Coconut Creek Board Member Sandra Welch, Lauderdale-By-The-Sea Board Member Richard DeNapoli, Hillsboro Beach Board Member Jane Reiser
District 3:	Fort Lauderdale Board Member Dean Trantalis, Fort Lauderdale Board Member Ben Sorensen, Lauderhill Board Member Melissa Dunn, Plantation Board Member Tim Fadgen, Sunrise Board Member Joseph Scuotto, Lauderdale Lakes Board Member Tycie Causwell, Oakland Park Board Member Tim Lonergan, Wilton Manors Board Member Paul Rolli
District 4:	[Vice Chair Cooper], Hollywood Board Member Caryl Shuham, Dania Beach Board Member Lori Lewellen
District 5:	[Chair Colbourne], [Deputy Vice Chair Jaffe], Davie Board Member Michelle Whitman, Pembroke Pines Board Member Thomas Good Jr., Cooper City Board Member Lisa Mallozzi, Southwest Ranches Board Member Bob Hartmann, Pembroke Park Board Member Bill Hodgkins, West Park Board Member Felicia Brunson

Broward County School Board - Board Member Rebecca Thompson

MPO Staff Present
Gregory Stuart, Broward MPO Executive Director
Bryan Caletka, Broward MPO Director of Transportation
David Tolces, Broward MPO General Counsel
Derek Brown, Paul Calvaresi, Juan Canez, Jihong Chen, James Cromar, William Cross, Renee Cross, Carl Ema, Peter Gies, Vilma Hurtado, Adrian Liburd, Kerrie MacNeil, Oscar Nelson, Miguel Perez, Fazal Qureshi, Christopher Restrepo, Rebecca Schultz, Jennipher Tucy

A copy of the sign-in sheet identifying members of the public who were present is filed with the supplemental papers to the minutes of this meeting.

REGULAR ITEMS
(All Items Open for Public Comment)

1. Call to Order and Pledge
   The meeting was called to order at 9:38 a.m.

2. Electronic Roll Call
   Roll was taken electronically.

3. **Approval of Minutes - July 9, 2026**

Motion made by Rex Hardin, seconded by Tim Lonergan to Approve

Electronic Vote: AYE: Rex Hardin, Dean Trantalis, Tim Fadgen, Felicia Brunson, Paul Rolli, Bill Hodgkins, Tim Lonergan, Michelle Whitman, Jane Reiser, Joy Cooper, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Thomas Good

16 - 0 Passed

4. Approval of Excused Absences

Motion made by Sandra Welch, seconded by Rex Hardin to Approve

Electronic Vote: AYE: Rex Hardin, Felicia Brunson, Dean Trantalis, Tim Fadgen, Bill Hodgkins, Paul Rolli, Tim Lonergan, Michelle Whitman, Joy Cooper, Jane Reiser, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Thomas Good, Richard DeNapoli

19 - 0 Passed

Board Members Samson Borgelin, Alexandra Davis, Lamar Fischer, Beam Furr, and Hazelle Rogers were marked as Excused.

5. Approval of Agenda

Motion made by Joy Cooper, seconded by Sandra Welch to Approve as Amended

Electronic Vote: AYE: Rex Hardin, Tim Fadgen, Dean Trantalis, Felicia Brunson, Bill Hodgkins, Paul Rolli, Tim Lonergan, Michelle Whitman, Tycie Causwell, Kicia Daniel, Jane Reiser, Joy Cooper, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Richard DeNapoli, Thomas Good

21 - 0 Passed

6. Public Comments

Dalia Rodriguez, a member of the public, gave comment.

The following items were taken out of order.

CONSENT ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE the 2027 MPO Board Meeting Dates**

2. **MOTION TO APPROVE the Broward MPO Federal and State Legislative Priorities for Fiscal Year 2027**

MPO Board Members discussed the item. No members of the public spoke.

Motion to Amend the item to include guidance on the development of uniform policies regarding micromobility devices as a legislative priority

Motion made by Thomas Good, seconded by Ben Sorensen to Approve

Electronic Vote: AYE: Rebecca Thompson, Rex Hardin, Dean Trantalis, Tim Fadgen, Felicia Brunson, Paul Rolli, Bill Hodgkins, Tim Lonergan, Tycie Causwell, Michelle Whitman, Jane Reiser, Kicia Daniel, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Richard DeNapoli, Thomas Good

21 - 0 Passed

Motion to Approve as Amended

Motion made by Rex Hardin, seconded by Byron Jaffe to Approve

Electronic Vote: AYE: Rebecca Thompson, Rex Hardin, Dean Trantalis, Tim Fadgen, Felicia Brunson, Paul Rolli, Bill Hodgkins, Tim Lonergan, Tycie Causwell, Michelle Whitman, Jane Reiser, Kicia Daniel, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Richard DeNapoli, Thomas Good

21 - 0 Passed

3. **MOTION TO APPROVE Updates to the Broward MPO's Title VI Program & Limited English Proficiency Plan**

Motion made by Rex Hardin, seconded by Tim Lonergan to Approve Consent Items #1 and #3

Electronic Vote: AYE: Rebecca Thompson, Rex Hardin, Dean Trantalis, Tim Fadgen, Felicia Brunson, Paul Rolli, Bill Hodgkins, Tim Lonergan, Tycie Causwell, Michelle Whitman, Jane Reiser, Kicia Daniel, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Richard DeNapoli, Thomas Good

21 - 0 Passed

ACTION ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE an Amendment to the Fiscal Year 2027-2031 Transportation Improvement Program: Florida Department of Transportation - Roll Forward Report With Staff Recommendations**

   Dr. Jihong Chen of MPO staff presented this item. There was no discussion on the item by the Board Members that were present. No members of the public spoke.

Motion made by Rex Hardin, seconded by Tim Lonergan to Approve

Electronic Vote: AYE: Rebecca Thompson, Rex Hardin, Dean Trantalis, Felicia Brunson, Tim Fadgen, Paul Rolli, Bill Hodgkins, Tim Lonergan, Tycie Causwell, Michelle Whitman, Kicia Daniel, Jane Reiser, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Thomas Good, Richard DeNapoli

21 - 0 Passed

2. **MOTION TO APPROVE the Broward MPO's Public Participation Plan**

   Paul Calvaresi of MPO staff presented on this item. MPO Board Members discussed the item. No members of the public spoke.

Motion made by Rex Hardin, seconded by Byron Jaffe to Approve

Electronic Vote: AYE: Rebecca Thompson, Rex Hardin, Dean Trantalis, Felicia Brunson, Tim Fadgen, Paul Rolli, Bill Hodgkins, Tim Lonergan, Tycie Causwell, Kicia Daniel, Jane Reiser, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Ben Sorensen, Thomas Good, Richard DeNapoli

19 - 0 Passed

3. **MOTION TO APPROVE:**

   A. Agreement No. 27-04 Between the Broward Metropolitan Planning Organization and GFT, Infrastructure, Inc. for General Planning Consultant Services in an Amount Not to

Exceed $8,000,000

B. Agreement No. 27-04 Between the Broward Metropolitan Planning Organization and Kimley-Horn & Associates, Inc. for General Planning Consultant Services in an Amount Not to Exceed $8,000,000

C. Agreement No. 27-04 Between the Broward Metropolitan Planning Organization and Kittelson & Associates, Inc. for General Planning Consultant Services in an Amount Not to Exceed $8,000,000

D. Agreement No. 27-04 Between the Broward Metropolitan Planning Organization and Volkert, Inc. for General Planning Consultant Services in an Amount Not to Exceed $8,000,000

E. Agreement No. 27-04 Between the Broward Metropolitan Planning Organization and WSP USA, Inc. for General Planning Consultant Services in an Amount Not to Exceed $8,000,000

Darci Mayer of MPO staff gave a presentation on this item. MPO Board Members discussed the item. No members of the public spoke.

Motion made by Joshua Simmons, seconded by Tim Lonergan to Approve

Electronic Vote: AYE: Rebecca Thompson, Rex Hardin, Dean Trantalis, Felicia Brunson, Paul Rolli, Tim Lonergan, Bill Hodgkins, Jane Reiser, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Richard DeNapoli

NAY: Tim Fadgen, Thomas Good

16 - 2 Passed

4. **MOTION TO AUTHORIZE the Direct Appointment of Bryan Caletka as Executive Director and Allow the Chair to Negotiate an Agreement Between Bryan Caletka and the MPO Board of Directors**

Gregory Stuart, MPO Executive Director, introduced this item. MPO Board Members discussed the item. No members of the public spoke.

Motion made by Thomas Good, seconded by Rex Hardin to Approve

Electronic Vote: AYE: Rex Hardin, Rebecca Thompson, Felicia Brunson, Dean Trantalis, Paul Rolli, Tim Lonergan, Bill Hodgkins, Tycie Causwell, Michelle Whitman, Jane Reiser, Joy Cooper, Kicia Daniel, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Joshua Simmons, Ben Sorensen, Richard DeNapoli, Thomas Good

NAY: Tim Fadgen

21 - 1 Passed

REGULAR ITEMS (continued)
(All Items Open for Public Comment)

7. Comments from the Chair
   Chair Colbourne provided comments. MPO Board Members discussed the comments presented. No members of the public spoke.

8. Member Comments
   MPO Board Members provided comment. No members of the public spoke.

9. Executive Director's Report
   Gregory Stuart, MPO Executive Director, spoke on the current happenings at the MPO. MPO Board Members discussed this item. No members of the public spoke.

Report From Partner Agency - Florida's Turnpike Enterprise - Oakland Park Blvd Interchange

James Brown of FTE staff introduced the item. Justin Relins, also of FTE staff, presented the item. MPO Board Members discussed the item. No members of the public spoke.

10. Monthly Legislative Reports
    Perry Adair with Becker and Poliakoff gave this presentation. There was no discussion on the item by the Board Members that were present. No members of the public spoke.

11. **General Counsel's Report**
    No comment

NON-ACTION ITEMS
(All Items Open for Public Comment)

1. **Metro Transportation Engineering & Construction Cooperative Update**

Lowell Clary, MTECC Executive Director, presented this item. There was no discussion on the item by the Board Members that were present. No members of the public spoke.

2. **Report From Partner Agency - Commute Broward - Education & Advancement Update**

Robyn Chirelli, Executive Director of Commute Broward, presented this item. There was no discussion on the item by the Board Members that were present. No members of the public spoke.

3. **Report From Partner Agency - Florida Department of Transportation - SR-93/I-75/ Alligator Alley Master Plan**

   Gesya Sosa of FDOT presented this item. MPO Board Members discussed the item. No members of the public spoke.

CORRESPONDENCE - no discussion

1. No correspondence received.

FINANCIAL REPORTS - for information purposes

1. **Contracts Summary Report**

2. **Local Contribution Advocacy Expense Report**

3. **Statements of Net Position & Statements of Revenues, Expenditures and Changes in Fund Balances - Governmental Fund**

COMMITTEE REPORTS - no discussion

1. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the August 26, 2026 Meetings**

2. Broward MPO Executive Committee meeting minutes can be found at: **http://browardmpo.org/index.php/agendas-minutes**

ADMINISTRATIVE ITEMS

1. **State of the Region & Annual Awards - Thursday, October 22, 2026**

2. **Micromobility Workshop - November 12, 2026**

The meeting was adjourned at 12:04 p.m.

NEXT MEETING: OCTOBER 8, 2026

For complaints, questions, concerns or for special requests under the Americans with Disabilities Act, please contact: Carl Ema Title VI Coordinator at (954) 876-0052 or emac@browardmpo.org.

Broward MPO
Metropolitan Planning Organization

Consent Item 1.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

REQUESTED ACTION:
MOTION TO APPROVE Task Work Order No. 9 Between Broward Metropolitan Planning Organization ("BMPO") and Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated ("Consultant") for Project Support Public Outreach in an Amount Not to Exceed $535,850

WHAT THIS ACTION ACCOMPLISHES:
Approval of this item will authorize the MPO to engage Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated under an existing Agreement to provide on-call public outreach support for Broward MPO plans and studies, including planning and staffing in-person and virtual public meetings, workshops, pop-up events, surveys, and social media engagement.

SUMMARY EXPLANATION/BACKGROUND:
In October 2025, the MPO Board approved Agreement No. 26-04 with Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated for Government Public Involvement Services. Under the Agreement, the consultant will provide services on a task-work-order (TWO) basis. The cost of these TWOs, when issued, is determined by the rate proposal provided by the firm and negotiated per TWO. For Agreement No. 26-04, please see Attachment 1.

The proposed TWO No. 9 will provide on-call public outreach support for Broward MPO plans and studies based on staff needs. MPO staff will assign services in writing as projects require them, such as pop-up events, public meeting planning and support, workshops, virtual meetings, surveys, and social media campaigns, and the consultant will bill a set unit rate for each service performed.

The proposed TWO provides for the services mentioned through June 30, 2028, in an amount not to exceed $535,850. For the proposed TWO No. 9, please see Attachment 2. 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 TWO No. 9 with Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated for Project Support Public Outreach in an amount not to exceed $535,850.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Amanda Christon at (954) 876-0078 or christona@browardmpo.org.

Attachments

1. Agreement No. 26-04 Between Broward Metropolitan Planning Organization and Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated for Government Public Involvement Services

2. Task Work Order No. 9 Between Broward Metropolitan Planning Organization ("BMPO") and Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated ("Consultant") for Project Support Public Outreach

AGREEMENT NO. 26-04

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION

AND

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY

D/B/A THE BRAND ADVOCATES, INCORPORATED

FOR

GOVERNMENT PUBLIC INVOLVEMENT SERVICES

This Agreement ("Agreement") is made and entered into the 30 day of October, 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

Cunningham Communications Consulting Company, a Florida corporation, **D/B/A The Brand Advocates, Incorporated,** with its principal business address located at 110 East Broward Blvd, Suite 1700, Fort Lauderdale, FL 33301 (hereinafter referred to as ("CONTRACTOR") for Government Public Involvement Services (the "Project").

WITNESSETH:

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

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

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

WHEREAS, on October 30, 2025, the Board of the BMPO ratified the evaluation and recommendation of Proposals received in response to RFP No. 26-04 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

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

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

SECTION 1. SCOPE OF SERVICES

1.1 The CONTRACTOR must meet the requirements and perform the Scope of Services identified in the Request for Proposals for Government Public Involvement Services, RFP No. 26-04, dated August 6, 2025, ("RFP"), referenced hereto and made a part hereof, as Exhibit "A", and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B" to this Agreement.

1.2 The parties agree that the Scope of Services, as specified in Exhibits "A", and "B" (hereinafter collectively referred to as the "Services") contain the description of Contractor's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

1.3 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR's Services pursuant to this Agreement.

SECTION 2. TERM

2.1 The term of this Agreement will be for a period of three (3) years (the "Term"), which shall begin on the date it is fully executed by both parties and shall remain in effect until such a time as the Services acquired in conjunction with the Contract Documents have been completed and accepted by the BMPO. After the initial Term, the BMPO shall have the sole option to extend the Term, at its discretion, for two (2) one-year extensions. To exercise one or both annual extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR in writing, at least 30 days prior to the expiration of the then current term.

2.2 Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services described in the Scope of Services within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.

2.3 The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner

specified in the Scope of Services, the total amount not to exceed **FIVE MILLION DOLLARS AND NO/100** ($5,000,000.00) over the full term of the Agreement, contingent upon the appropriation of funds. The BMPO shall request services on an as-needed basis and there is no guarantee that any or all of the services described in Exhibit "A" will be assigned during the term of this Agreement. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the billing rates as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. The billing rates for each personnel category may be adjusted to up to three (3) percent annually during the term of the Agreement, subject to prior BMPO approval. The annual billing rates are in effect beginning the date this Agreement is fully executed. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services

3.1.1 Prior to beginning the performance of any services under this Agreement, the BMPO and the CONTRACTOR shall define specific services to be performed and deliverables for these services and sign separate Task Work Orders. Each Task Work Order will specify a scope of work, time schedule and the compensation for those specific services. Compensation shall be based on the most recent BMPO approved billing rates and shall remain in effect for the duration of each Task Work Order. Once signed by both parties, each Task Work Order and a Notice to Proceed will function as the authorization for the CONTRACTOR to commence and complete the services and deliverables. CONTRACTOR shall perform the services described in the Scope of Services and each Task Work Order within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.

3.2 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and Contractor, on a monthly basis, but only after the Services for which the invoices are submitted have been provided. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, where applicable. For months when no Services have been performed, CONTRACTOR shall still be required to submit a monthly progress report.

3.3 **Invoices shall be submitted to the BMPO Project Manager and Accounts Payable (accountspayable@browardmpo.org) utilizing the BMPO Invoice Form** (attached hereto in Exhibit "C"). The BMPO will provide the BMPO Invoice Form in Excel format to the CONTRACTOR. For months when no Services have been performed, CONTRACTOR shall still be required to submit a monthly progress report to the BMPO Project Manager. The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.

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

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

3.6 Payment shall be made to CONTRACTOR at:

Cunningham Communications Consulting Company
D/B/A The Brand Advocates, Incorporated
110 East Broward Blvd, Suite 1700
Fort Lauderdale, FL 33301

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

3.8 If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement.

SECTION 4. TERMINATION

4.1 The Executive Director may terminate Contracts approved by the BMPO Executive Committee, the BMPO Board, or Executive Director after consultation with the BMPO's General Counsel.

4.2 This Agreement may be terminated for cause if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.

4.3 This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.

4.4 Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this

Agreement notwithstanding whether any such breach was previously waived or cured.

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

4.6 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.

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

SECTION 5. UNCONTROLLABLE FORCES

5.1 Neither BMPO nor the CONTRACTOR shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

5.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract Documents.

SECTION 6: CLAIMS AND DISPUTES

6.1 A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract

Documents. The term "Claim" also includes other disputes and matters in question between the BMPO and the CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

6.2 Initial notice of Claims by the CONTRACTOR shall be made in writing to the BMPO Project Manager within five (5) business days after the first day the Contractor is aware of the event giving rise to such Claim, or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the BMPO Project Manager within thirty (30) calendar days after the occurrence of the event unless the BMPO grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the CONTRACTOR for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

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

6.3 The CONTRACTOR shall proceed diligently with its performance as directed by the BMPO, regardless of any pending Claim, unless otherwise agreed to by the BMPO in writing. The BMPO shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

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

SECTION 7. INDEMNIFICATION

7.1 CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the

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

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

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

SECTION 8. INSURANCE

8.1 The CONTRACTOR shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to these coverages.

8.1.1 Commercial General Liability Insurance on a commercial basis in an amount not less than $2,000,000.00 per occurrence, and $2,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.

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

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

8.1.4 Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes Chapter 440.

8.2 The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.

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

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

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

8.4 Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

8.5 Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

8.6 Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within ten (10) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, CONTRACTOR shall be in default and the Contract documents may be rescinded. Under such circumstances, the CONTRACTOR may be prohibited from submitting future responses to BMPO procurements.

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

8.8 If, in the judgment of the BMPO, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind

previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO's written notice, the Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

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

SECTION 9. MISCELLANEOUS

9.1 **BMPO Project Manager**. The BMPO Project Manager is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, Paul Calvaresi, is designated as the BMPO Project Manager.

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

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

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

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

has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

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

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

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

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

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

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

9.4 **Policy of Non-Discrimination**. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this

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

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

9.6 **Scrutinized Companies.** The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO's option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.

9.7 **Independent Contractor**. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of

the BMPO. Nor shall employees and contractors to the CONTRACTOR enjoy any privity of contract with the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

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

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

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

BMPO:

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

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

CONTRACTOR:
Cunningham Communications Consulting Company
D/B/A The Brand Advocates, Incorporated
110 East Broward Blvd, Suite 1700

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

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

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

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

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

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

9.12 Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award

or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.13 Materiality and Waiver of Breach. BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.14 Compliance with Laws. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.15 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.16 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

9.18 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

9.19 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

9.20 **Prior Agreements**. This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.19 above.

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

9.22 **Incorporation by Reference**. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.

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

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

9.25 **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.26 **Survival of Provisions**. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

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

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

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

[SIGNATURE PAGES FOLLOW]

AGREEMENT BETWEEN THE BMPO AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/ATHE BRAND ADVOCATES, INCORPORATED FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

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

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director
Bryan Caletka, Director of Transportation for Gregory Stuart

By: _____
Yvette Colbourne, Chair

This 30 day of October, 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.

AGREEMENT BETWEEN THE BMPO AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPNAY D/B/ATHE BRAND ADVOCATES, INCORPORATED FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

CONTRACTOR

WITNESSES:

By: _____

Print Name: COURTNEY CUNNINGHAM

By: _____

Print Name: T. Joseph

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY, a Florida corporation D/B/A THE BRAND ADVOCATES, INCORPORATED

By: _____

Print Name: TASHA CUNNINGHAM

Title: MANAGING PARTNER

This day 16 of OCTOBER, 2025

AGREEMENT BETWEEN THE BMPO AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY DBATHE BRAND ADVOCATES, INCORPORATED FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBITS LIST

1) **Exhibit "A"** – RFP No. 26-04, Date Issued: August 6, 2025

2) **Exhibit "B"** – CONTRACTOR's Proposal

3) **Exhibit "C"** – BMPO Invoice Form

4) **Attachment "A"** – BMPO Policy of Non-Discrimination

AGREEMENT BETWEEN THE BMPO AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY DBATHE BRAND ADVOCATES, INCORPORATED FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBIT "A"

RFP No. 26-04

Date Issued: August 6, 2025

Broward MPO

Metropolitan Planning Organization

REQUEST FOR PROPOSAL

FOR

GOVERNMENT PUBLIC INVOLVEMENT SERVICES

RFP NO. 26-04

ADDRESS FOR SUBMITTAL:

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

DATE ISSUED: August 6, 2025

CLOSING DATE and TIME: September 3, 2025 @ 4:00 P.M. EST

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

REQUEST FOR PROPOSAL NO. 26-04
TABLE OF CONTENTS

Definition of Terms..... DEF – 1 of 2

Section 1.0 – RFP Requirements and Instructions to Proposers .....RIP – 1 of 16

Section 2.0 - General Terms and Conditions .....GTC – 1 of 5

Section 3.0 - Special Terms and Conditions..... STC – 1 of 1

Section 4.0 – Scope of Services .....SOS – 1 of 7

Attachment "A" – BMPO Non-Discrimination Requirements

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

RFP Required Documents

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

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

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

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

Post Award Documents

Attachment "E" – BMPO Required Invoice Documentation

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

Attachment "F" - Contractor Performance Evaluation Form

DEFINITION OF TERMS

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

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

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

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

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

BMPO BOARD: The Governing Board of the BMPO that has the authority to approve Contracts exceeding $250,000, as authorized by the BMPO Procurement Rules.

BMPO EXECUTIVE COMMITTEE: Committee established by the BMPO Board to take action on certain administrative items, including the approval of Contracts exceeding $35,000 but less than $250,000, as authorized by the BMPO Procurement Rules.

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR PROPOSAL or RFP or SOLICITATION DOCUMENT: The document inclusive of all Addenda utilized to solicit Proposals.

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

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

TASK WORK ORDER: The individual Work assignments issued to the Contractor consisting of a detailed task breakdown, the number of hours and personnel categories necessary to complete the task, the final work product, including deliverables, and the time frame for completing the Work.

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

INDEX OF RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY 1
1.2 INTRODUCTION/INVITATION 1
1.3 PURPOSE 1
1.4 SCHEDULE OF EVENTS 2
1.5 PRE-PROPOSAL CONFERENCE 2
1.6 ORAL INSTRUCTIONS AND COMMUNICATIONS 3
1.7 ADDENDA AND CLARIFICATION 3
1.8 ADDRESS FOR THIS RFP 4
1.9 STAFFING REQUIREMENTS 4
1.10 RIGHT TO REJECT 5
1.11 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF SUBMITTALS 6
1.12 PROPOSAL REQUIREMENTS 6
1.13 PROPOSAL CONTENT 8
1.14 EVALUATION PROCESS 10
1.15 REVIEW OF FACILITIES AND QUALIFICATIONS 13
1.16 PROTEST PROCEDURES 13

1.0 – RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY

The Broward Metropolitan Planning Organization ("BMPO") is a dynamic, federally mandated public agency that serves as a catalyst for change in transportation. With the coordination of 31 local governments and municipalities, more than 1.9 million residents, and over 13 million visitors each year, the BMPO enables seamless transportation and redevelopment in Broward County that provides an opportunity for people and communities to grow and thrive. More information regarding the BMPO can be obtained at: https://www.browardmpo.org/.

1.2 INTRODUCTION / INVITATION

The BMPO intends to enter into an indefinite delivery indefinite quantity (IDIQ) contract with a qualified Proposer to provide **Government Public Involvement Services** to the BMPO as more fully described in the Scope of Services. The contract period of performance shall be for an initial term of three (3) years, with the BMPO's sole discretion to renew the Agreement for two (2) additional one (1) year option periods for a total term of five (5) years. The contract amount of the awarded IDIQ contract will be a total amount not to exceed $5 million over the full term of the five-year contract. The BMPO shall request Contractor's services on an as needed basis. Individual Task Work Orders will be issued pursuant to the terms and conditions of this Agreement.

This Request for Proposal ("RFP") solicits written responses from qualified Proposers interested in providing the Scope of Services needed for this Project.

1.3 PURPOSE

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

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

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1.4 SCHEDULE OF EVENTS

Key milestone dates associated with Solicitation shall be as follows, and may be altered at any time, as best meets the needs of the BMPO.

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	8/6/2025	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Pre-Proposal Conference	8/14/2025	11:00 am	https://us02web.zoom.us/meeting/register/QmIgT3xJRWi1ycH1ASHvjg
Deadline for Questions *(Submit via email only)*	8/20/2025	5:00 pm	Via Email to BMPO Procurement Manager: Nelsono@browardmpo.org
Deadline for Proposals Due Advertisement Closing Date	**9/9/2025**	**4:00 pm**	**BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309**
Public Announcement of Receipt of Sealed Proposals	9/9/2025	On or about 4:15 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluation and Recommendation	9/25/2025	At or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	9/26/2025	At or about 3:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
BMPO Board Approval of Intended Award	10/30/2025	At or about 11:00 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

1.5 PRE-PROPOSAL CONFERENCE

The BMPO will conduct a Pre-Proposal Conference at the date shown under Section 1.4. The conference will be held virtually on Zoom. The link to access the meeting is shown in Section 1.4. **ATTENDANCE AT THIS MEETING IS NOT MANDATORY**.

The purpose of the Pre-Proposal Conference is to provide an open forum for the BMPO to review the RFP and the Project with the prospective Proposers. Prospective Proposers will not have the ability to ask verbal questions or comment during the Pre-Proposal Conference. Questions arising prior to, during and after the Pre-Proposal Conference must be addressed in compliance with Section 1.6 of the RFP. For those prospective Proposers that are unable to attend the meeting or have difficulties accessing the Zoom link, the BMPO will be providing a summary of minutes of the meeting through the issuance of an Addendum to the RFP.

1.6 ORAL INSTRUCTIONS AND COMMUNICATIONS

1.6.1 Oral Instructions. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any BMPO Board member, employee, or consultant. No interpretation of the meaning of the Contract Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally to any Proposer. All such interpretations and supplemental instructions will be issued to all Proposers in receipt of this RFP, in the form of written Addenda/Addendum, as indicated in Section 1.7. Only those communications that are in writing from the BMPO shall be considered as a duly authorized expression on behalf of the BMPO.

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

Any questions, requests for interpretations or supplemental instructions arising from this RFP must be submitted in writing to the BMPO's Procurement Manager, Mr. Oscar Nelson, by e-mail at nelsono@browardmpo.org. Mr. Nelson shall be the sole point of contact for this procurement and can be reached at (954) 876-0041. In order for questions to be answered in a timely manner, they must be received no later than the date and time specified in Section 1.4 above. Written questions received after the date specified in Section 1.4 may not be answered. Proposers are responsible for ensuring that their questions have been received by the BMPO.

1.6.2 CONE OF SILENCE PROHIBITION ON COMMUNICATIONS

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

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

1.7 ADDENDA AND CLARIFICATION

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

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

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

1.8 ADDRESS FOR THIS RFP

Mail or deliver all RFP Submittals to:

Mr. Oscar Nelson
Procurement Manager
Broward Metropolitan Planning Organization
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Phone: 954-876-0041
Email: nelsono@browardmpo.org

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

1.9 STAFFING REQUIREMENTS

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

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

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

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

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

1.10 RIGHT TO REJECT

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

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

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

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

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

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

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

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

1.10.9 Waivers. The BMPO, at its sole and absolute discretion, reserves the right to waive minor informalities or irregularities in this RFP or in the Proposals received as part of this RFP; where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the BMPO's interest and will not materially affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1.11 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF PROPOSALS

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

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

RFP WITHDRAWAL
RFP NUMBER
TITLE OF RFP
DUE DATE

1.12 PROPOSAL REQUIREMENTS

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

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

Broward Metropolitan Planning Organization
RFP No. 26-04
Government Public Involvement Services
Technical Proposal
RFP Due Date
Proposer's Name

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

Broward Metropolitan Planning Organization
RFP No. 26-04
Government Public Involvement Services
Required Documents
RFP Due Date
Proposer's Name

1.12.2 Required Documents

Attachment "C" RFP Forms Required to be Completed and Included with Proposals:

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

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

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

The Proposer's Financial Information is to be included in the Required Documents.

1.12.3 All Proposals must be received by the date and time shown in Section 1.4 of the RFP. Facsimile or e-mail Submittals are not permitted. Proposals received after that time and date will not be considered. Hand-carried Proposals may be delivered to the address in Section 1.8 between the hours of 9 a.m. and 5 p.m., only, Monday through Friday, excluding holidays observed by the BMPO.

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

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

1.12.6 Proposals MUST be structured in the format outlined by the BMPO in Section 1.13 of the RFP. Proposals that do not meet this requirement may be rejected.

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

1.12.8 Technical Proposals are not to exceed ten (10) single-sided pages (exclusive of the cover letter, table of contents, section dividers, and Required Documents).

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

1.12.10 Proposals received by the date and time shown in Section 1.4 that do not meet the requirements of Section 1.12 may be deemed non-responsive by the ESC.

1.13 PROPOSAL CONTENT

1.13.1 TECHNICAL PROPOSAL

The Technical Proposal will be scored using the maximum point assignments shown on the RFP Evaluation Criteria provided in Section 1.14.1. Each criterion has an established point value.

Technical Proposals must be formatted as described below.

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

Section	Title
	Cover Letter
	Table of Contents
1.0	**Project Approach**
2.0	**Qualifications and Experience**
3.0	**Quality Assurance/Quality Control**
4.0	**Innovative Approach**

The Technical Proposal should be organized as follows:

COVER LETTER:

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the Proposal; whether the organization is an individual, or corporation; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to represent the Proposer. The cover letter does not count against the ten (10) page limit.

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

TABLE OF CONTENTS:

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

SECTIONS:

1.0 Project Approach

Approach is clear, specific, and shows understanding of the needs of the BMPO.

2.0 Qualifications and Experience

Proposal identifies teams and personnel with the necessary skills to accomplish tasks in the Scope of Services.

3.0 Quality Assurance/Quality Control

Procedures are clear and well defined.

4.0 Innovative Approach

Proposal clearly defines logical application of innovative strategies.

1.13.2 BMPO REQUIRED DOCUMENTS

TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE:

1. Proposer shall complete and notarize where applicable the Required Documents identified in Section 1.12 of the RFP and shall submit in a separate sealed envelope.

2. FINANCIAL INFORMATION

   This section shall include relevant information regarding the financial stability and strength of the Proposer. Each Proposer shall provide a copy of the most recent published Dun and

Bradstreet or Creditsafe report. A parent company Dun and Bradstreet or Creditsafe report is acceptable. A copy of the most recent audited financial statements will be accepted if a Dun and Bradstreet or Creditsafe report is unavailable. In the event the above listed financial reports are not available, the BMPO may consider a combination of both an unaudited financial statement and a copy of the latest tax return for the Proposer. Financial information will be reviewed by the BMPO prior to the evaluation process set forth in Section 1.14 below as one factor to determine responsibility of the Proposer, as required by 2 CFR 200.318(h). See Section 1.10.4 regarding any specific exemption that applies to the required financial information being submitted with the Proposal. Proposals that do not include the required financial information may be deemed non-responsive by the ESC.

1.14 EVALUATION PROCESS

The BMPO's Evaluation/Selection Committee (hereinafter referred to as "COMMITTEE" or "ESC"), shall evaluate the Technical Proposals provided to it using the RFP Evaluation Criteria in Section 1.14.1. The final selection of the Successful Proposer will be based upon the evaluation process as described herein (the "Evaluation Process").

1.14.1 EVALUATION CRITERIA

The criteria below will be used to evaluate each Proposal. There are five (5) criteria, with points assigned to each according to their relative importance to the overall evaluation process for this RFP.

The ESC will review each Proposal and establish a Technical Score. The Technical Score and the Price Score will then be combined into the Total Score for each Proposal (as more particularly described below in Section 1.14.5).

1) PROJECT APPROACH (Maximum 40 Points)

The Proposal should demonstrate understanding of the Scope of Services and present a clearly defined approach to accomplish the expected outcomes outlined in the Scope of Services. The Proposal should clearly define the communications and outreach approach and present innovative solutions. Additionally, the Proposal should reference previous successful experience on similar efforts (relevant projects).

2) QUALIFICATIONS AND EXPERIENCE (Maximum 20 Points)

The Proposal should clearly identify the qualifications of the project team and availability, experience and qualifications of the key personnel committed to the effort, and experience of proposed Subcontractors including inter-relationships between the Contractor and any proposed Subcontractors.

3) QUALITY ASSURANCE/QUALITY CONTROL (Maximum 10 Points)

1. The Proposal should clearly provide a process to ensure deliverables are transmitted with a professional level of review.

4) INNOVATIVE APPROACH (Maximum 10 Points)

In addition to Project Approach, the Proposal should clearly define logical application of innovative strategies, activities and tools to achieve the goals which may enhance requested expected outcomes from the Scope of Services.

5) COST (Maximum 20 points)

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

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

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

1.14.2 EVALUATION CRITERIA AND RELATIVE WEIGHTS

Technical Proposal – Maximum 80%

- Project Approach – Maximum 40%
- Qualifications and Experience – Maximum 20%
- Quality Assurance/Quality Control – Maximum 10%
- Innovative Approach – Maximum 10%

Price Proposal – Maximum 20%

1.14.3 TECHNICAL EVALUATION CRITERIA SCORING

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

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

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

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

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

1.14.4 EVALUATION SELECTION COMMITTEE SCORING OF TECHNICAL PROPOSALS

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

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

After the Technical Proposals are scored, the ESC will incorporate the Price Proposal Scores (using the scoring methodology provided below in Section 1.14.5) for those Price Proposals that have been deemed responsive.

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

1.14.5 FINAL SCORING, RANKING, AND SELECTION

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

Final Score = Technical Proposal Score + Price Proposal Score

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

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

Price of Lowest Price Proposal x maximum points available = Awarded Price Points
Price of Proposal Being Rated

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

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

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

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

1.15 REVIEW OF FACILITIES AND QUALIFICATIONS

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

1.16 PROTEST PROCEDURES

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

Definitions

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

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

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

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

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

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

(2) Protest Decision: The Procurement Officer shall reduce his or her decision to writing and shall transmit or otherwise furnish a copy of the decision to the Interested Party. The decision of the Procurement Officer shall be final and conclusive unless, within seven (7) business days from the date of such decision, the BMPO receives from the Interested Party a written request for review of the decision addressed to the Executive Director. The decision of the Executive Director shall be final and conclusive.

(3) Continuation of Performance: The Procurement Officer shall determine whether the BMPO will proceed with Contract Award or, if the Contract has been awarded, whether to suspend performance of the Contract, pending a decision on the Protest. The BMPO has no obligation, however, to suspend award or performance of the Contract in the event of a Protest.

(4) Remedies: If the BMPO determines that a Protest is valid, the Executive Director, at his or her sole discretion, may: (i) direct the Procurement Officer to issue a new or amended Solicitation; (ii) award the Contract or recommend that the Board award the Contract, if the Contract amount exceeds the Executive Director's approval authority; (iii) terminate or suspend performance of the Contract that is the subject of the Protest; or (iv) take any other action permitted by law to promote compliance with BMPO policies and applicable law.

(5) Filing of a Written Notice of Protest or Protest: All Written Notices of Protests or Formal Protests must be filed with the Procurement Officer. All Protests must be received at the address shown on the Solicitation Documents during normal office hours of 9:00 am to 5:00 pm, local time. Failure to file a Notice of Protest or a Protest as discussed herein, shall constitute a complete and absolute waiver of any such rights.

(6) Informal Resolution: The Procurement Officer may, at his or her sole discretion, agree to meet with the Interested Party within seven (7) calendar days, excluding Saturdays, Sundays and legal holidays observed by the BMPO, after the filing of a Protest to attempt to resolve the matter.

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SECTION 2.0
GENERAL TERMS AND CONDITIONS

INDEX

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

2.0 - GENERAL TERMS AND CONDITIONS

2.1 CONTENTS OF SOLICITATION

2.1.1 General Conditions. It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation Documents and all terms and conditions affecting the performance of this RFP. By the submission of a Proposal to do the Scope of Services, the Proposer certifies that a careful review of the Solicitation documents has taken place, and that the Proposer is fully informed and understands the requirements of the Solicitation Documents and the quality and quantity of service to be performed. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the BMPO or the compensation to be paid to the Successful Proposer.

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

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

2.2 CRIMINAL CONVICTION DISCLOSURE

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

2.3 CONFLICT OF INTEREST

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

2.4 COST OF PROPOSALS

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

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

2.5 DEMONSTRATION OF COMPETENCY

2.5.1 A Proposal will only be considered from a firm that is regularly engaged in the business of providing the Scope of Services required by this RFP. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment, and organization to ensure that they can satisfactorily provide the Scope of Services if awarded the Contract as a result of this RFP.

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

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

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

2.6 AWARD OF A CONTRACT

2.6.1 Contract. After award, the attached Contract, inclusive of all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. The BMPO may award independent contracts to multiple Proposers, in its sole discretion, to secure the Scope of Services required by this RFP. After award, the Contract, including all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this RFP until the Contract has been executed by both parties thereto.

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

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

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

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

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

2.6.6 Non-Exclusive Contract. Although the purpose of this RFP is to secure a Contract that can satisfy the total needs of the BMPO for the Project, it is hereby agreed and understood that any Contract does not constitute the exclusive rights of the Successful Proposer to receive all orders that may be generated by the BMPO in connection with the types of products and/or Services requested herein.

2.7 ASSIGNMENT: NON-TRANSFERABILITY OF PROPOSAL

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

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

2.8 LEGAL REQUIREMENTS

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

2.9 FAMILIARITY/COMPLIANCE WITH LAWS, RULES AND ORDINANCES

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

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

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

2.10 ADVERTISING

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

2.11 APPLICABLE LAW AND VENUE

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the BMPO and the successful Proposer(s). Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue for any litigation shall be Broward County, Florida.

2.12 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM

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

1. The BMPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.

2. The BMPO will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.

3. The BMPO will not employ local or regional preferences in the evaluation or award of the contract.

4. The BMPO is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women's programs will not be used in award, evaluation, or delivery of the contract.

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

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

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

2.13 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

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

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3.0 - SPECIAL TERMS AND CONDITIONS

3.1 FEDERAL HIGHWAY ADMINISTRATION FUNDED SOLICITATION

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

3.2 FHWA PROVISIONS

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

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

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

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

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

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

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

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

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4.0 - SCOPE OF SERVICES

Purpose
The Broward Metropolitan Planning Organization (BMPO) will retain a Contractor for one (1) contract for services that will advance the public involvement and relations outlined in the BMPO Board adopted Public Participation Plan (PPP).

The BMPO has established partnerships through interlocal agreements (ILA) with other governmental entities, and has established programs to provide consulting and support services to its local government members. Through the ILA's it is the BMPO's intention to utilize the final contract to provide technical assistance that meets the needs of the local government members. The BMPO will provide administrative support for the local government, which will provide a project manager and a scope of work. The results of this solicitation, once awarded, may be utilized if allowable by the procedures or rules of any of the local government planning agencies in FDOT District Four, Broward County, and/or any municipality within Broward County, according to the BMPO Procurement Rules.

Responsibilities of the BMPO
The BMPO will be responsible for the following:

- The BMPO will provide a Project Manager who will be responsible for the day-to-day management of the contract, overseeing all task managers, and processing consultant invoices for payment.
- Provide (a) Task Manager(s) to oversee specific tasks in this scope. Task Managers will be assigned based on their specialized knowledge.

Responsibilities of the Consultant
The Consultant will be responsible for the following:

- The Consultant will provide a Project Manager who will be the primary point of contact for the BMPO Project Manager. The Consultant's Project Manager will meet with the BMPO's Project Manager on a regular basis and provide progress on a monthly basis or as needed.
- The Consultant will provide the BMPO with an electronic copy of all draft deliverables for BMPO staff review within the required time schedule and in accordance with this Contract, and all applicable federal and state laws, regulations, rules, procedures, and policies.
- The Consultant will review and check all draft deliverables for accuracy, quality and consistency prior to review by BMPO staff as well as other relevant BMPO planning partners.
- The Consultant will revise draft deliverables to reflect agreed-upon revisions and comments provided by BMPO staff within 15 working days of the date that the edits are approved to by both consultant and BMPO staff.
- The Consultant will provide the BMPO all final deliverables in the formats (including working packaged files) and in the quantities as documented within the scope.

Special Comments
The services, including optional services, identified within the "Scope of Services" section can be expected to be performed under the Contract on a negotiated, as needed basis.

Scope of Work

The BMPO has the need for a Request for Proposal (RFP) to support BMPO staff public involvement. This RFP has been issued for the purpose of selecting a Contractor to perform the type and scope of work listed below as requested by the BMPO.

I. **Project Overview**

A. Objective: To enhance public involvement and engagement regarding BMPO initiatives, policies, services, and organization awareness.

B. Target Audience: Residents, community organizations, businesses, and elected officials.

II. **Services Provided**

I. Project Management

A. Project Management

Activities under this task will include day-to-day project management and quality assurance and quality control, including:

I. Schedule and host multiple ad-hoc coordination meetings at the request of either MPO Task Manager or the Consultant Team to ensure concordant plans.

II. Coordinate a kick-off meeting with MPO Task Manager to define and clarify the TWO's goals.

III. Develop and submit a draft outline for review by MPO Task Manager on the proposed outreach plan and PPP contents.

IV. Develop and submit a draft deliverables for review by MPO Task Manager. Update and submit to MPO Task Manager the final deliverables incorporating edits and addressing comments provided by MPO Task Manager.

V. Develop and utilize an efficient quality assurance/quality control (QA/QC) system.

B. Communications Outreach

Create a multi-channel communication strategy (social media, newsletters, website, etc.).

I. Social media: Create a unique MPO voice. Prioritize which mediums provide the most return on investment. Identify opportunities for additional social media platforms, and development implementation plan(s) to post two (2) to three (3) times per week.

II. Newsletters: Provide updates on MPO projects and programs through a digital newsletter once per week.

III. Website Content: Support MPO website consultant creating engaging content and making recommendations for website structure/user

IV. flow. Optional: review of current website content and recommendations.

V. Work with MPO staff to produce high-quality informational materials, including but not limited to brochures, fact sheets, FAQs, and digital content; up to ten (10) per year.

VI. Develop messaging tailored to various audience segments to ensure clarity and understanding.

VII. Design visually appealing graphics, infographics, and images to enhance communication.

VIII. Create video content (up to two (2) per year) that could include the following:

1. Develop video content strategy and storyboard to align with MPO messaging, goals, and target audience engagement.
2. Draft and finalize script and narration in collaboration with MPO staff to ensure accurate and compelling communication of initiatives.
3. Coordinate and conduct on-site filming, including B-roll footage which could include transportation infrastructure, MPO events, community settings, and/or relevant MPO project areas.
4. Schedule, film, and direct interviews with key stakeholders, MPO staff, and community members to support narrative structure.
5. Edit video content, integrating interviews, B-roll, and graphics to create cohesive and engaging final products.
6. Select and license appropriate stock video and audio to support tone and messaging, ensuring compliance with copyright requirements.
7. Design and animate custom graphics and visual elements (e.g., infographics, titles, lower thirds) to enhance viewer understanding of complex topics.
8. Incorporate subtitles or closed captions to improve accessibility and meet ADA compliance standards.
9. Provide draft videos for MPO review and incorporate feedback through up to two rounds of revisions per video.
10. Deliver final high-resolution videos optimized for web, social media, and/or public presentations.

II. Public involvement

A. Community Engagement

Manage up to five (5) public outreach events annually. This may include:

i. Identifying and locating appropriate venues.
ii. Identify and coordinate complementary partner events.
iii. Provide support for community engagement.
iv. Plan and execute engagement events.

B. Stakeholder Involvement

i. Develop and distribute press releases and media kits to local news outlets to educate the public on transportation projects and policies.

III. Review and Assessment

A. Feedback and Public involvement

Review MPO feedback surveys for effectiveness and statistical value

I. Identify effective tools to gather public input from the public.

II. Develop a concise and consistent methodology for receiving feedback from the public.

B. Evaluation and Reporting

I. In collaboration with MPO staff, create an internal process to monitor public involvement activities and measure engagement against established goals. Consultant will support ongoing tracking of public involvement activities.

II. Prepare regular reports detailing public involvement efforts, outcomes, and recommendations for improvement.

IV. Market Study

A. Market Needs Assessment

i. This Market Needs Assessment aims to evaluate the general public's view of current transportation infrastructure and services, identified gaps and inefficiencies, and recommended improvements to enhance mobility, accessibility, and long-term investments for the target area or population. The assessment will involve data collection (e.g., traffic, ridership, demographics), stakeholder engagement (e.g., surveys, interviews), and analysis of supply-demand, and future travel needs. Key focus areas include public transit, road conditions, pedestrian and bicycle access, parking, and affordability. Deliverables will include a comprehensive report with data visualizations, actionable recommendations, and an implementation roadmap, all developed within a defined timeline and budget.

V. Special Projects

A. 2055 Metropolitan Transportation Plan Support (one (1) per contract)

i. Partner with the BMPO's Public Involvement and Metropolitan Transportation Plan (MTP) teams to identify opportunities to educate the community about the 2055 MTP, and to develop and execute a multi-year comprehensive community engagement strategy for the upcoming MTP cycle starting in 2028.

ii. Provide a combination of services in the scope and optional services to be negotiated.

iii. Prepare a Technical Report that shall summarize all public involvement activities undertaken as part of the 2055 MTP update. The Technical Report will include a comprehensive summary of all public comments received during the development of the MTP. This should be a comprehensive report identifying all public involvement activities, large and small, as part of the 2055 MTP. The Technical Report should be produced in an easy-to-understand manner, so that future public involvement plans can gain insight from this effort. This document should be part of the appendix of the final 2055 MTP Update.

iv. Potential Public Involvement Activities for the 2055 MTP may include but are not limited to:

- Introductory Video
- Public involvement Meetings & Events
- Workshops
- E-Townhalls
- Media Public involvement
- Stakeholder Engagement
- Materials/Publications
- Social Media
- MTP Story
- Documentation
- Public Opinion Survey - Survey to build upon the statistically significant survey questions used for the 2045 MTP and the 2050 MTP and potentially include additional questions to capture public sentiment on emerging issues.
- Focus Groups – Develop focus groups to test MPO messaging on transportation initiatives, and gage public sentiment on the transportation network and how funding should be prioritized. This involves coordination with groups/organizations/communities to set up meeting dates and times.

B. High Visibility Event Support (one (1) per year)

i. The Contractor shall provide comprehensive strategic and operational support to plan, manage, and execute large-scale, high-visibility events designed to engage a wide range of stakeholders and elevate the BMPO's organizational objectives. These events may include, but are not limited to, annual conferences, awards ceremonies, summits, educational events, or ribbon cuttings.

ii. Services may include:

- Event Strategy & Planning but are not limited to:
- Stakeholder Engagement
- Budget Development & Financial Tracking
- Sponsorship Public involvement & Support (when applicable)
- Logistics & Operations
- Marketing & Communications
- Day-of Execution Support
- Post-Event Evaluation

Other Services

A. Public Involvement Activities to Support Planning Studies

i. Partner with the BMPO's Public Involvement and the Study's Project Manager (PM) to identify opportunities to educate the community about

the identified planning study, and to develop and execute a comprehensive community engagement strategy.

ii. Provide a combination of services in the scope and optional services to be negotiated which may include but are not limited to:
    1. Coordinate with local municipalities and partner agencies to plan and host public meetings for BMPO initiatives, such as concept development, transportation master plans, infrastructure hardening studies, and corridor safety assessments.
    2. Collaborate with local government public information/public involvement teams to advertise public meetings through websites, social media, newsletters, flyers, and other appropriate communication channels.
    3. Research and secure strategically located venues for in-person meetings.
    4. Manage meeting logistics, including setup of audio/visual equipment, chairs, tables, signage, and registration/check-in materials.
    5. Coordinate and facilitate potential hybrid meetings, including technical setup for virtual platforms, live streaming, and recording for future access.
    6. Conduct public involvement to local stakeholders, such as homeowners' associations (HOAs), business groups, civic associations, and community leaders, to encourage participation and schedule tailored presentations as needed.
    7. Support documentation of public feedback through sign-in sheets, surveys, comment cards, and virtual engagement tools.
    8. Provide a summary report identifying all public involvement activities and stakeholder feedback to inform project development and decision-making.

iii. Prepare a Technical Report that includes a summary of all public involvement activities of the project. The Technical Report will include a comprehensive summary of all public comments received during the project. This should be a comprehensive report of all public involvement activities, large and small. The Technical Report should be produced in an easy-to-understand manner, so that future public involvement plans can gain insight from this effort. This document should be part of the appendix of the project.

B. Training and Capacity Building
    i. Provide training for BMPO and government staff on effective public communication and community engagement strategies.
    ii. Develop toolkits for ongoing public involvement initiatives.

C. E-Townhalls
    i. E-Townhalls, as needed, may also be used to solicit public feedback and increase awareness of the BMPO and its products. These E-Townhalls should be scheduled at strategic points to ensure efficient use of the public's

time and resources. The CONSULTANT will be responsible for the procurement, planning, and execution of all E-Townhalls.

D. Printing
   i. A full range of services from pre-press to final delivery. The selected vendor will be responsible for reviewing and preparing artwork files, including color correction, image optimization, and layout adjustments. Proofing—both digital and physical—must be provided to ensure design accuracy before final production.
   ii. The required printing services will vary by project and may include digital printing for small-batch or personalized jobs, offset printing for high-volume materials with precise color requirements, and large format printing for banners, posters, and display materials.
   iii. The selected printing partner must provide regular updates, proof approvals, quality control, and the flexibility to accommodate changes as necessary.

Timeline
- Outline a work plan for each phase of the public involvement program, including key milestones and deadlines.

Budget
- Provide a comprehensive budget outlining costs associated with each service, including materials, personnel, and event expenses.

Adhere to BMPO Theming
- Maintain consistency with BMPO theming across projects.

Compliance and Ethical Standards
- Ensure all public involvement efforts comply with relevant laws and regulations.
- Adhere to ethical standards in communication and public engagement practices.

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ATTACHMENT "A"

BMPO NON-DISCRIMINATION REQUIREMENTS

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NON-DISCRIMINATION REQUIREMENTS

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

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.

(3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal- aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable; The Federal Aviation Administration's Non- discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non- discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)."

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

_____ *at* _____

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

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

ATTACHMENT "B"

BMPO AGREEMENT

TO BE EXECUTED BY THE SUCCESSFUL PROPOSER

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AGREEMENT NO. 26-04

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION

AND

_____

FOR

GOVERNMENT PUBLIC INVOLVEMENT SERVICES

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

And

_____ with its principal business address located at _____ (hereinafter referred to as ("CONTRACTOR") for Government Public Involvement Services (the "Project").

WITNESSETH:

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

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

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

WHEREAS, on _____, the Board of the BMPO ratified the evaluation and recommendation of Proposals received in response to RFP No. 26-04 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

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

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

SECTION 1. SCOPE OF SERVICES

1.1 The CONTRACTOR must meet the requirements and perform the Scope of Services identified in the Request for Proposals for Government Public Involvement Services, RFP No. 26-04, dated August 6, 2025, ("RFP"), referenced hereto and made a part hereof, as Exhibit "A", and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B" to this Agreement.

1.2 The parties agree that the Scope of Services, as specified in Exhibits "A", and "B" (hereinafter collectively referred to as the "Services") contain the description of Contractor's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

1.3 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR's Services pursuant to this Agreement.

SECTION 2. TERM

2.1 The term of this Agreement will be for a period of three (3) years (the "Term"), which shall begin on the date it is fully executed by both parties and shall remain in effect until such a time as the Services acquired in conjunction with the Contract Documents have been completed and accepted by the BMPO. After the initial Term, the BMPO shall have the sole option to extend the Term, at its discretion, for two (2) one year extensions. To exercise one or both annual extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR in writing, at least 30 days prior to the expiration of the then current term.

2.2 Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services described in the Scope of Services within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.

2.3 The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the total amount not to exceed $_____over the full term of the Agreement, contingent upon the appropriation of funds. The BMPO shall request services on an as-needed basis and there is no guarantee that any or all of the services described in Exhibit "A" will be assigned during the term of this Agreement. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the billing rates as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. The billing rates for each personnel category may be adjusted to up to three (3) percent annually during the term of the Agreement, subject to prior BMPO approval. The annual billing rates are in effect beginning the date this Agreement is fully executed. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services

3.1.1 Prior to beginning the performance of any services under this Agreement, the BMPO and the CONTRACTOR shall define specific services to be performed and deliverables for these services and sign separate Task Work Orders. Each Task Work Order will specify a scope of work, time schedule and the compensation for those specific services. Compensation shall be based on the most recent BMPO approved billing rates and shall remain in effect for the duration of each Task Work Order. Allowable direct expenses may be identified and agreed upon as part of negotiations of each individual Task Work Order, and not as part of the established billing rates. Once signed by both parties, each Task Work Order and a Notice to Proceed will function as the authorization for the CONTRACTOR to commence and complete the services and deliverables. CONTRACTOR shall perform the services described in the Scope of Services and each Task Work Order within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.

3.2 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and Contractor, on a monthly basis, but only after the Services for which the invoices are submitted have been provided. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, where applicable. For months when no Services have been performed, CONTRACTOR shall still be required to submit a monthly progress report.

3.3 **Invoices shall be submitted to the BMPO Project Manager and Accounts Payable (accountspayable@browardmpo.org) utilizing the BMPO Invoice Form** (attached hereto in Exhibit "C"). The BMPO will provide the BMPO Invoice Form in Excel format to the CONTRACTOR. For months when no Services have been performed, CONTRACTOR shall still be required to submit a monthly progress report to the BMPO Project Manager. The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.

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

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

3.6 Payment shall be made to CONTRACTOR at:

_____

_____

_____

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

3.8 If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement.

SECTION 4. TERMINATION

4.1 The Executive Director may terminate Contracts approved by the BMPO Executive Committee, the BMPO Board, or Executive Director after consultation with the BMPO's General Counsel.

4.2 This Agreement may be terminated for cause if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.

4.3 This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.

4.4 Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

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

4.6 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.

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

SECTION 5. UNCONTROLLABLE FORCES

5.1 Neither BMPO nor the CONTRACTOR shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

5.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an

uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract Documents.

SECTION 6: CLAIMS AND DISPUTES

6.1 A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the BMPO and the CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

6.2 Initial notice of Claims by the CONTRACTOR shall be made in writing to the BMPO Project Manager within five (5) business days after the first day the Contractor is aware of the event giving rise to such Claim, or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the BMPO Project Manager within thirty (30) calendar days after the occurrence of the event unless the BMPO grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the CONTRACTOR for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

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

6.3 The CONTRACTOR shall proceed diligently with its performance as directed by the BMPO, regardless of any pending Claim, unless otherwise agreed to by the BMPO in writing. The BMPO shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

6.4 Prior to the initiation of any action or proceeding permitted by these Contract Documents to resolve Claims between the parties, the parties shall first make a good faith effort to resolve any such Claim through this section. If the CONTRACTOR fails to first submit its Claim to the Claim resolution process in this Section, the CONTRACTOR forever waives its right to bring any legal action against the BMPO for breach of contract arising from the Claim. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of

its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BMPO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

SECTION 7. INDEMNIFICATION

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

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

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

SECTION 8. INSURANCE

8.1 The CONTRACTOR shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to these coverages.

8.1.1 Commercial General Liability Insurance on a commercial basis in an amount not less than $2,000,000.00 per occurrence, and $2,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.

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

8.1.3 Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 per occurrence. and $2,000,000.00 annual aggregate.

Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the BMPO.

8.1.4 Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes Chapter 440.

8.2 The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.

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

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

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

8.4 Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

8.5 Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

8.6 Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within ten (10) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, CONTRACTOR shall be in default and the Contract documents may be rescinded. Under such circumstances, the CONTRACTOR may be prohibited from submitting future responses to BMPO procurements.

8.7 CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this

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

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

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

SECTION 9. MISCELLANEOUS

9.1 **BMPO Project Manager**. The BMPO Project Manager is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, Paul Calvaresi, is designated as the BMPO Project Manager.

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

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

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

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

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

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

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

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

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

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

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

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

crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

9.6 **Scrutinized Companies.** The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO's option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.

9.7 **Independent Contractor**. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Nor shall employees and contractors to the CONTRACTOR enjoy any privity of contract with the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

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

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

9.9 **Notices**. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice incompliance

with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

BMPO:

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

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

CONTRACTOR:

_____
_____
_____

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

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

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

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

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against BMPO in any legal or administrative proceeding in which he or she is not a party, unless compelled by

court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of BMPO in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

9.12 **Contingency Fee**. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.13 **Materiality and Waiver of Breach**. BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.14 **Compliance with Laws**. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.15 **Severance**. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.16 **Joint Preparation**. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to

expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

9.18 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

9.19 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

9.20 Prior Agreements. This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.19 above.

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

9.22 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.

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

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

9.25 **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.26 **Survival of Provisions**. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN THE BMPO AND _____ FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

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

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By:_____
Gregory Stuart, Executive Director

By:_____
Yvette Colbourne, Chair

This __day of _____, _____.

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

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

AGREEMENT BETWEEN THE BMPO AND _____ FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

CONTRACTOR

WITNESSES:

By: _____

Print Name:_____

By: _____

Print Name:_____

[Name]

By: _____

Print Name: _____
Title: _____

This day __of _____, _____.

AGREEMENT BETWEEN THE BMPO AND _____ FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBITS LIST

1) **Exhibit "A"** – RFP No. 26-04, Date Issued: August 6, 2025

2) **Exhibit "B"** – CONTRACTOR's Proposal

3) **Exhibit "C"** – BMPO Invoice Form

4) **Attachment "A"** – BMPO Policy of Non-Discrimination

AGREEMENT BETWEEN THE BMPO AND _____ FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBIT "A"

RFP No. 26-04

Date Issued: August 6, 2025

AGREEMENT BETWEEN THE BMPO AND _____ FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBIT "B"

CONTRACTOR'S PROPOSAL

ATTACHMENT "C"

RFP FORMS REQUIRED TO BE COMPLETED AND INCLUDED WITH PROPOSALS

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PROPOSAL FORM

RFP No. 26-04

GOVERNMENT PUBLIC INVOLVEMENT SERVICES

CONTRACTOR:_____

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

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

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

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

_____ _____

Authorized Signature Printed Name

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

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

PRICE PROPOSAL FORM
SCHEDULE OF PROFESSIONAL RATES

RFP 26-04
GOVERNMENT PUBLIC INVOLVEMENT SERVICES

DESCRIPTION	HOURLY RATE		EST/HRS	TOTAL
Community Outreach Specialist	_____	X	680	_____
Designer	_____	X	20	_____
Public Involvement Manager	_____	X	170	_____
Principal/Editor	_____	X	50	_____
Marketing Specialist	_____	X	340	_____
Communications Specialist	_____	X	210	_____
Creative Director	_____	X	20	_____
Graphic Designer	_____	X	60	_____
Website Developer | Designer	_____	X	90	_____
Multimedia Specialist	_____	X	100	_____

ESTIMATED TOTAL ANNUAL LABOR COST **$ _____**

NOTE: THE ANNUAL LABOR HOURS SPECIFIED ABOVE ARE ESTIMATED QUANTITIES ONLY. CONTRACTOR WILL BE REIMBURSED AT THE PROPOSED HOURLY RATES FOR ACTUAL HOURS OF EFFORT AND EXPENSES INCURRED. IT IS EXPRESSLY UNDERSTOOD THAT THE APPROXIMATE QUANTITIES IDENTIFIED ABOVE ARE FOR EVALUATION PURPOSES ONLY AND ARE SUBJECT TO CHANGE DEPENDING UPON THE BMPO'S ACTUAL NEED FOR SERVICES UNDER THE RESULTANT AGREEMENT AND SHALL FORM NO BASIS FOR ANY CLAIM IN THE EVENT THAT THEY DO NOT CORRESPOND TO THE HOURS ACTUALLY WORKED BY THE CONTRACTOR.

CONTRACTOR'S QUALIFICATION CERTIFICATION

Firm Name:_____

Address:_____

City,State,Zip:_____

Telephone: ( ) _____ Fax: ( ) _____

Contact Person:_____Title:_____

E-Mail Address:_____

FEID # _____ DUNS # _____

1. DBE Certified ___ No ___ Yes Classification: _____
Certified By:_____

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

3. Identify the area(s) which the business serves:__ Miami-Dade__ Broward
__ Palm Beach __Florida __Other_____

4. Date business was established:_____ Occupational License:_____

5. Type of Business:
A. ___**Sole Proprietor**
Name_____
Home Address_____
Home Phone _____ Cell Phone_____
Professional license/Certificate of Competency#_____

B. ___**Partnership**
Are the owners of the business lawful, permanent residents of Florida? ___Yes ___No
Provide the name, residential address and telephone number of all owners of the business.

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #:_____

Name in which license/Certificate of Competency is issued:_____
C. ___**Corporation** Incorporated in the state of _____ Date_____

Officer's Names	Title	Location

Professional license/Certificate of Competency #: _____

Name in which license/Certificate is Issued_____

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

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

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

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

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

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

_____

_____

7. References (Please list prior similar projects)

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

Estimated amount of current work under contract: $_____

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

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

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

_____
Signature

Affix Corporate Seal

COUNTY OF _____

STATE OF _____

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

___ An individual acting in their own right;

___ _____ of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

___ Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

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

_____ **Place Notary Seal Here**
Signature of Person Taking Acknowledgment

In lieu of Stamp: _____ _____
Type or Print Name Title

_____
Expiration Date

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

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

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Bidder's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs;
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;

4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:

   a. Abide by the terms of the statement;

   b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the BMPO in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

   a. Taking appropriate personnel action against such employee, up to and including termination; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: _____
(Please print or type)

By: _____
Authorized Signature

_____ _____
Name of Authorized Signature Date

Affix Corporate Seal
(If Applicable)

_____
County Of

_____
State Of

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

___ An individual acting in their own right;

___ _____ of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

___ Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

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

_____ **Place Notary Seal Here**
Signature of Person Taking Acknowledgment

In lieu of Stamp: _____ _____
Type or Print Name Title

_____
Expiration Date

ANTI-KICKBACK AFFIDAVIT

STATE OF _____}
} SS:
COUNTY OF _____}

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

By:_____

Title:_____

STATE OF _____)
)
_____ **COUNTY**)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, _____.

_____
Notary Public Signature

_____
Notary Public Printed Signature

_____
Notary Stamp Seal

NON-COLLUSION AFFIDAVIT

State of _____)
) SS:
County of _____)

being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

(3) Such Proposal is genuine and is not collusive or a sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) Any hourly rates quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By:_ _____
Witness

_____
Witness

By:_____
Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)
_____ **COUNTY**)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, _____.

_____
Notary Public Signature

_____
Notary Public Printed Signature

_____
Notary Stamp Seal

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

STATE OF _____)
)
_____ **COUNTY**)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, _____.

_____
Notary Public Signature

_____
Notary Public Printed Signature

_____
Notary Stamp Seal

INDEPENDENCE AFFIDAVIT

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

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

INDEPENDENCE AFFIDAVIT
(CONTINUED)

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

_____
Signature (ink only)

_____ (CORPORATE SEAL)
Print Name

_____
Title

_____
Date

STATE OF _____)
)
_____ **COUNTY**)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, _____.

_____
Notary Public Signature

_____
Notary Public Printed Signature

_____
Notary Stamp Seal

ACCURACY OF PROPOSAL CERTIFICATION

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

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

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACCURACY OF PROPOSAL CERTIFICATION (CONTINUED)

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

_____
Signature

_____ (CORPORATE SEAL)
Print Name

_____
Title

_____
Date

STATE OF _____)
)
_____ **COUNTY**)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, _____.

_____
Notary Public Signature

_____
Notary Public Printed Signature

_____
Notary Stamp Seal

DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST

ANTICIPATED DBE PARTICIPATION STATEMENT

RFP Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

OR

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

DBE (s) Name	Type/Specialty Work	Dollar Amount/ Percentage

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

Date: _____

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

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

Prime Contractor / Prime Consultant:_____

Address/Telephone Number:_____

RFP Number/Advertisement Number:_____

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

1. Federal Tax ID Number:_____
2. Firm Name:_____
3. Phone:_____
4. Address:_____
_____
_____
5. Year Firm Established: _____

6. __ DBE
__ Non-DBE

7. __ Sub-contractor
__ Sub-consultant

8. Annual Gross Receipts:
__ Less than $1 Million
__ Between $1- $5 Million
__ Between $5- $10 Million
__ Between $10-$15Million
__ More than $15 Million

---

1. Federal Tax ID Number:_____
2. Firm Name:_____
3. Phone:_____
4. Address:_____
_____
_____
5. Year Firm Established: _____

6. __ DBE
__ Non-DBE

7. __ Sub-contractor
__ Sub-consultant

8. Annual Gross Receipts:
__ Less than $1 Million
__ Between $1- $5 Million
__ Between $5- $10 Million
__ Between $10-$15Million
__ More than $15 Million

---

1. Federal Tax ID Number:_____
2. Firm Name:_____
3. Phone:_____
4. Address:_____
_____
_____
5. Year Firm Established: _____

6. __ DBE
__ Non-DBE

7. __ Sub-contractor
__ Sub-consultant

8. Annual Gross Receipts:
__ Less than $1 Million
__ Between $1- $5 Million
__ Between $5- $10 Million
__ Between $10-$15Million
__ More than $15 Million

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

ATTACHMENT "D"

FDOT FORMS REQUIRED TO BE COMPLETED AND INCLUDED WITH SUBMITTALS

Forms

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

Note: Forms are available mostly in Word format at the following website:
https://www.fdot.gov/procurement/formmenu.shtm

ATTACHMENT "E"

BMPO REQUIRED INVOICE DOCUMENTATION

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Consultant LOGO

INVOICE

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

Invoice Date: _____
Invoice No.: _____
BMPO P.O. #: _____

Project Name and Description: _____

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

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

Total Amount Due: $ 100.00

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

Authorized Signature: _____

Name Printed: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

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

Consultant LOGO

Service Period 1/0/00 - 1/0/00 **DBE Contract Amount:** $ 100.00

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

Total DBE Allocated: $ 100.00

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

INVOICE TASK DETAIL

Task No: 1

Task Name: Project Management

Budgeted Amount	**$**	**1,000.00**	**100.0%**
Previously billed	$	(100.00)	-10.0%
Billed this period	$	(100.00)	-10.0%
Remaining Budget	**$**	**800.00**	**80.0%**
Percent complete:			**20.0%**
Billed this period details:			
Salary Costs:			**Notes:**
Prime Consultant Name	$	50.00	
Sub-Consultant 1	$	50.00	DBE Firm
Sub-Consultant 2	$	-	
Sub-Consultant 3	$	-	
Sub-Consultant 4	$	-	
Sub-Consultant 5	$	-	
Sub-Consultant 6	$	-	
Sub-Consultant 7	$	-	
Other Direct Expense:			**Notes:**
Travel	$	-	
Equipment	$	-	
Materials	$	-	
Other	$	-	
Billed this period	**$**	**100.00**	

Progress Report:

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

You must include one of the following in this space:

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

Certificate of Disbursement of Previous Periodic Payment to Subcontractors

Contract No. 26-04 Date _____

Contract Name GOVERNMENT PUBLIC INVOLVEMENT SERVICES

Period of Work Invoiced For: ____/____/____ to ____/____/____

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

_____
Firm

_____
(Signature of Authorized Representative)

NOTARY STATEMENT
STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me the_____day of_____,

20__, by_____who is personally known to me or who has

produced_____as identification and who did/did not take an oath.

_____
Signature of Notary

My Commission Expires _____

Subcontractor's Certificate of Previous Payment

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

KNOW ALL MEN BY THESE PRESENTS, that (name) _____

representing _____, whose

address is _____, with the

title of _____, whom after being first duly sworn, upon oath

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

CONTRACT NO. 26-04

CONTRACT NAME: GOVERNMENT PUBLIC INVOLVEMENT SERVICES

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

paid to him/her by _____, the Firm.

NOTARY STATEMENT
STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20__, by _____ who is personally known to me or who has

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

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

_____
Signature of Notary

My Commission Expires _____

FINAL RELEASE ON CONTRACT AND AFFIDAVIT

STATE OF _____)
COUNTY OF_____)

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

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

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

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

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

<Contractor>:

_____ By:_____
President

_____ Date:_____
Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this___day of_____, 20___, by_____, as _____ of _____, a_____Corporation, on behalf of the Corporation. This person is personally known to me or has produced a_____(state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

ATTACHMENT "F"

CONTRACTOR PERFORMANCE EVALUATION FORM

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Contractor Performance Evaluation

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CONTRACTOR PERFORMANCE EVALUATION FORM

CONTRACTOR:_____

ADDRESS:_____

PROJECT NAME:_____

CONTRACT NO._____ AWARD DATE:_____

EVALUATION NO._____ DATE:_____ PERIOD COVERED:_____TO_____

EVALUATED BY:_____

(Signature & Title)

	CONTRACTUAL	ACTUAL *
PRICE:		
COMPLETION DATE:		
TIME TO COMPLETE		

Ratings:
E = Excellent
G = Good
S = Satisfactory
U = Unsatisfactory
N/A = Not Applicable

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

BROWARD METROPOLITAN PLANNING ORGANIZATION

EVALUATION OF CONTRACTOR'S PERFORMANCE

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

COMMENTS: _____

_____

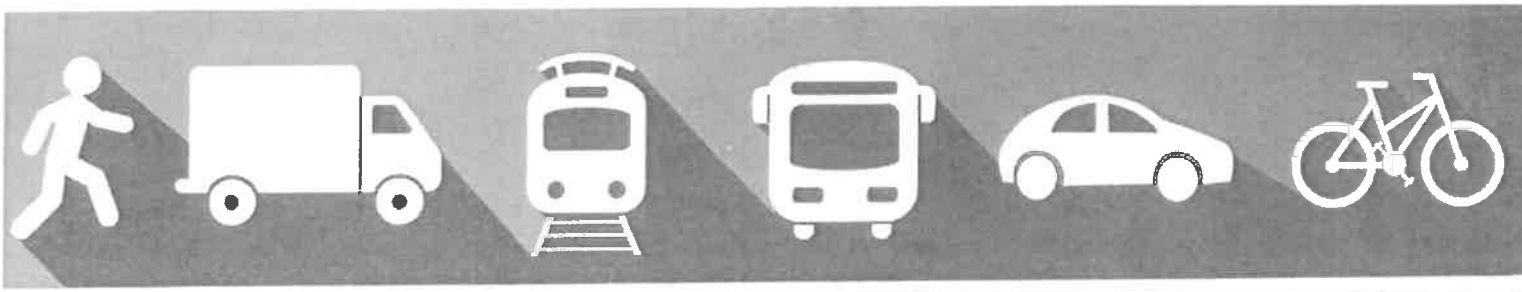
_____

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

AGREEMENT BETWEEN THE BMPO AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBIT "B"

CONTRACTOR'S PROPOSAL



DELIVERING INSIGHT, IMPACT & INNOVATION

PROPOSAL IN RESPONSE TO:

RFP NO. 26-04

GOVERNMENT PUBLIC INVOLVEMENT SERVICES

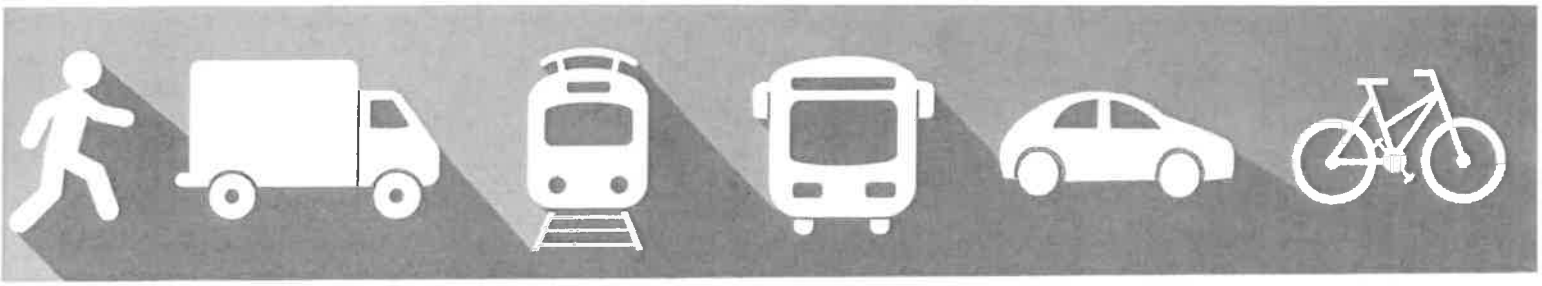
PRESENTED BY:

THE BRAND ADVOCATES
ON BRAND. ON MESSAGE. ON TARGET.

IN PARTNERSHIP WITH

GFT benesch CREATIVE PARTICLE

www.PublicInvolvement.com



COVER LETTER

September 9, 2025

Broward Metropolitan Planning Organization (Broward MPO)
Attn: Procurement Department
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309

Re: Proposal Submission – RFP 26-04 Government Public Involvement Services

Dear Evaluation Committee:

The Broward MPO is at a pivotal moment. The agency is preparing for the 2055 Metropolitan Transportation Plan (MTP), launching groundbreaking innovations like the SMART METRO platform, and shaping the future of transportation for one of the most diverse and dynamic counties in the nation. At this moment, the MPO needs more than an engineering or management consulting firm who can check boxes, it needs a team of trusted communicators, planners, and creatives who can tell the agency's story, engage stakeholders, and deliver results. The Brand Advocates (TBA), Benesch, GFT Infrastructure (GFT), and Creative Particle is that team. Together, we bring the continuity of 15 years of successful partnership with the MPO, combined with bold innovations that will elevate your Public Involvement Program into one of the most dynamic and effective in the country. Our team is uniquely positioned to help the MPO strengthen its role as a national leader in public involvement and communications. We offer the MPO not just compliance with federal requirements, but a transformative approach that will elevate its visibility, deepen public trust, and connect residents to the MPO's work in new, dynamic ways.

We have built a multidisciplinary team, experienced in managing task work order-based public involvement contracts, and designed to successfully deliver every task in the Scope of Services. TBA provides award-winning government communications and public involvement expertise, turning complex transportation planning into clear, compelling narratives. Benesch contributes planning depth and federal compliance experience, ensuring MPO products meet requirements and resonate with the public. GFT provides technical knowledge, delivery and stakeholder alignment expertise, connecting outreach to implementation. Because videography and photography are now central to effective public involvement, our team includes Creative Particle, a trusted long-time multimedia partner, to capture and extend the reach of MPO events, campaigns, and stories. Together, this team offers the MPO a seamless, comprehensive resource that is ready to deliver on day one.

Our record of success with the MPO is proven. For more than 15 years, TBA has supported the MPO through the Speak Up Broward contract, multiple MTP efforts, and other high-profile initiatives. We are proud of what we accomplished under those parameters, including the award-winning *Let's Talk Transportation* podcast, the *Mobility Monday* newsletter, and the MPO's growing digital and social media presence. However, the limitations of the Speak Up Broward contract restricted our ability to apply the full range of communications strategies needed to tell the MPO's complete story. This new contract represents a turning point. It allows us to integrate communications and public involvement into a single, dynamic Public Involvement Program that fully reflects the MPO's mission, vision, and impact.

What sets our team apart is that we are not an engineering or management consulting firm that treats communications as a secondary service, or add-on. We are professional communicators first, supported by respected planning, infrastructure, and creative partners. That focus means the MPO will benefit from strategies built on solid communications expertise. With our team, there will be no learning curve. We already meet weekly with the MPO's PIO team, hold ongoing one-on-one coordination meetings with staff, and are deeply embedded in the agency's operations. Because we bring this continuity, we are ready to elevate the MPO's visibility, broaden engagement, and deliver results that matter on day one. Innovation is at the heart of our Project Approach. One example is the recently released Resident Guidebook, which we will elevate beyond a static PDF into an interactive digital experience with embedded videos, clickable content, and storytelling modules.



We also propose bold new ideas such as a SMART METRO showcase campaign that explains the MPO's cutting-edge digital twin platform in everyday terms; a Safe Roads Summit Story Lab to collect and share resident stories; and adding a gamified budget simulator to the MPO's website that allows residents to allocate funds to projects affecting their communities and see how it will impact budgets. These innovations will make communications more engaging, transparent, and impactful while positioning the MPO as a forward-thinking leader nationally.

Our Project Approach is structured around a **30/60/90 Day Phased Implementation Roadmap**, where every task in the Scope of Services is broken down into actionable steps. This roadmap ensures continuity, building on the MPO's existing successes, while also planning for the future with measurable milestones. In the first 30 days, we will launch the Market Needs Assessment, audit communications channels, and finalize engagement frameworks. By Day 60, new tools such as proposed website updates and e-townhall platforms will be operational. By Day 90, the MPO will receive its first quarterly evaluation from our team, with results directly tied to resident input and federal compliance. For the MPO, this approach provides a clear advantage. It demonstrates accountability, establishes early wins to maintain momentum, and ensures long-term planning is always grounded in real community priorities.

TBA is proud to be a DBE-certified firm organized as an S-Corporation. In business for more than 20 years, we maintain a top-rated Creditsafe report, with a high credit score that reflects our stability and reliability. We have no outstanding debt, operate with sound financial management, and have consistently earned a reputation as a very low-risk firm to do business with. This ensures that the MPO can move forward with complete confidence in our ability to deliver on every contractual requirement.

The MPO doesn't just plan transportation projects, it shapes how people live, connect, and thrive across Broward County. With this new contract, we will build on our proven foundation to deliver signature innovations: an interactive Resident Guidebook 2.0, a SMART METRO showcase campaign that makes cutting-edge technology relatable, a Safe Roads Summit Story Lab that amplifies community voices, and a gamified budget tool that invites residents to shape funding priorities. Our team is ready to deliver results that are measurable, impactful, and memorable. Together, we will not only fulfill federal requirements but also show residents how transportation planning improves their neighborhoods, connects their families, and creates opportunity across the county. With TBA, the MPO gains a partner who is low risk, high-value, and fully invested in the agency's success.

We are especially excited about the opportunity to expand what we have already built for the MPO into a truly comprehensive Public Involvement Program. Guided by a robust Market Needs Assessment, informed by best practices from national leaders such as the Metropolitan Transportation Commission, the San Diego Association of Governments, and the Chicago Metropolitan Agency for Planning, and powered by innovative tools like AI analytics, interactive dashboards, and multimedia storytelling, our approach will give the MPO a clear, data-driven foundation for every engagement effort. Most importantly, it will show Broward residents the value of the MPO's work in their everyday lives, how safer roads, improved commutes, and new investments connect their families, businesses, and neighborhoods.

As the person authorized to represent TBA, please feel free to contact me directly by phone at (305) 335-8466 or via email at tasha@thebrandadvocates.com with any questions. We thank you for the opportunity to submit this proposal and to continue our long-standing partnership with the Broward MPO. With this new contract, our team is ready to deliver a Public Involvement Program that not only meets federal requirements but sets a new standard for what outreach can be.

Sincerely,

Tasha Cunningham
The Brand Advocates
110 East Broward Blvd, Suite 1700
Fort Lauderdale, Florida 33301

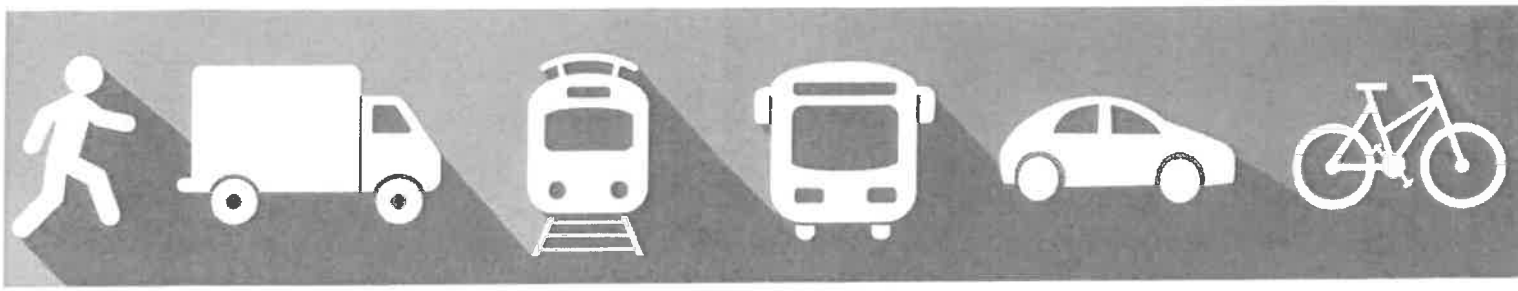


TABLE OF CONTENTS

YEARS OF EXPERIENCE IN CONTRACT SCOPE OF SERVICES

25+

NUMBER OF SUCCESSFULLY COMPLETED PR AND MARKETING SERVICES CONTRACTS

40+

YEARS OF EXPERIENCE IN GOVERNMENT PUBLIC INVOLVEMENT

25+

NUMBER OF PROFESSIONALS DEDICATED TO THIS ACCOUNT

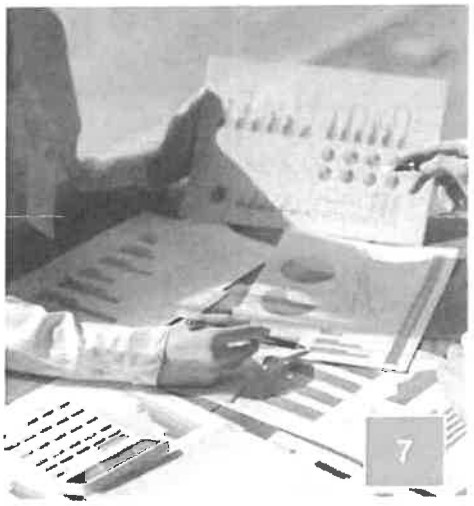
8+

THE BRAND ADVOCATES
ON BRAND. ON MESSAGE. ON TARGET.



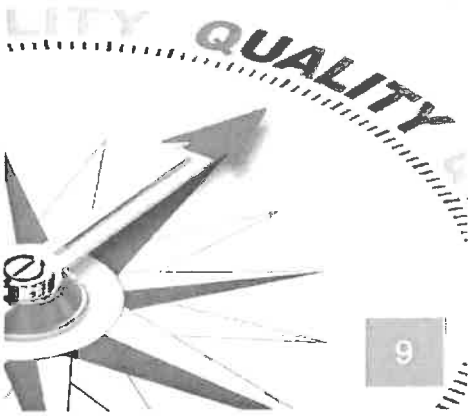
SECTION 1.0
PROJECT APPROACH

This section provides a detailed overview of our team's approach to successfully delivering the Scope of Services for this contract, presented through a 30/60/90 Phased Implementation Roadmap.



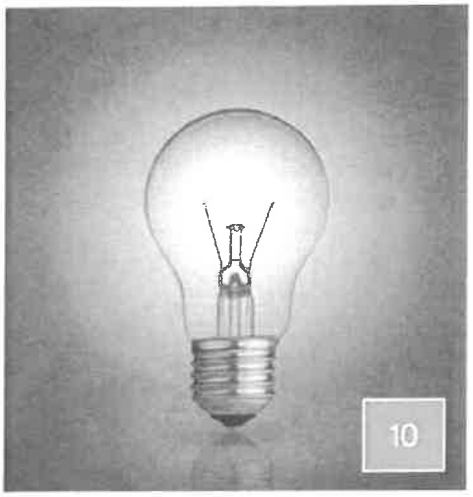
SECTION 2.0
QUALIFICATIONS & EXPERIENCE

This section details our team's stellar qualifications in public involvement, marketing, advertising, videography, photography, animation, and other communications disciplines.



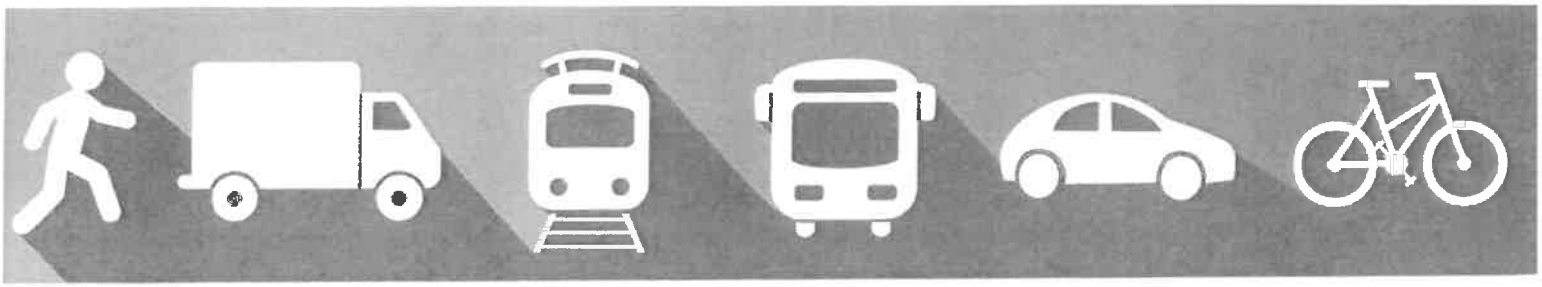
SECTION 3.0
QUALITY ASSURANCE QUALITY CONTROL

This section details our team's rigorous quality control and assurance measures that will be utilized for this contract.



SECTION 4.0
INNOVATIVE APPROACH

This section contains an overview of new and innovative ideas that will amplify the successful delivery of the Scope of Services for this contract.



SECTION 1.0
PROJECT APPROACH

OVERVIEW

The Brand Advocates (TBA), Benesch, and GFT Infrastructure (GFT) have formed a proven, multidisciplinary team uniquely positioned to deliver the Scope of Services with precision, creativity, and measurable results. For more than a decade, Tasha Cunningham (TBA), Ian Debnam (Benesch), and Jill Quigley (GFT) have been trusted partners of the Broward MPO, leading public involvement through Speak Up Broward, consistently earning national recognition for excellence, innovation, and impact. Together, we have delivered award-winning initiatives the *Let's Talk Transportation* podcast, the high-engagement *Mobility Monday* newsletter, and a dynamic social media presence that has elevated the MPO's visibility and deepened its connection with the community. However, the limitations of the Speak Up Broward contract have restricted our ability to fully apply this expertise to shape the MPO's broader communications narrative. Partnering with TBA means the MPO continues with a team that requires no learning curve and is already deeply aligned with its mission, vision, and Core Products. Our team brings a record of cost-effectiveness, having managed million-dollar budgets for state transportation agencies, local municipalities, and public sector entities, consistently delivering exceptional value while maximizing every project dollar for the benefit of the community.

The MPO does not need a consultant team that treats communications as an add-on to engineering or management services, or a public involvement firm that specializes is sending out construction notices and coordinating stakeholder meetings for transportation projects. It needs a partner whose core expertise is communications, across multiple disciplines, backed by technical and creative specialists who bring depth and innovation. With TBA's data-driven communications experience, Benesch's planning depth, GFT's delivery focus, and Creative Particle's stellar videography and photography capabilities, the MPO gains a team ready to serve its needs on day one. As transformative initiatives move forward, including the 2055 Metropolitan Transportation Plan, Market Needs Assessment, Safe Roads Summit, SMART METRO platform, Safe Streets for All (SS4A), and the SoFloGo app, the MPO needs more than a team that will simply check boxes for compliance. It needs a creative communications partner capable of shaping a compelling narrative that connects the MPO's work to benefits in the lives of Broward residents.

TELLING THE MPO STORY

The Broward MPO does not "sell" a product in the traditional sense. Its true product is trust, vision, and relevance. Its work delivers a long-range transportation vision, secures funding and advocacy that turn ideas into reality, connects neighborhoods and systems, expands access so every voice is heard, and implements safety improvements that save lives. The "sale" is convincing residents that MPO decisions improve their quality of life. At the heart of the story is a clear value proposition: the MPO connects people and places by planning, funding, and delivering transportation solutions that make communities safer, easier to navigate, and better for everyone. Our team will integrate this value proposition into every element of the Public Involvement Program, ensuring it flows consistently across the tasks outlined in the Scope of Services. We will successfully deliver the program through a **30/60/90 Day Phased Implementation Roadmap** that balances early wins with long-term success.

CREATING AN INTERCONNECTED PUBLIC INVOLVEMENT PROGRAM

Our team brings a proven, data-driven approach to advancing the Broward MPO's Public Involvement Program. At the core is the first comprehensive Market Needs Assessment in nearly a decade, which will establish benchmarks on awareness, perceptions, and community priorities. To strengthen this effort, we will integrate both a PESTEL analysis, examining external Political, Economic, Social, Technological, Environmental, and Legal factors, and a SWOT analysis of internal strengths and weaknesses. Together, these tools provide a complete picture of the MPO's strategic position and ensure that every action in this contract is grounded in data rather than assumptions. Our Project Approach addresses all tasks in the Scope of Services as part of one cohesive program.

Leveraging tailored messaging, multilingual tools, and digital platforms such as live polling, interactive maps, and geo-targeted outreach, our team will elevate the MPO's visibility, increase participation, and ensure the community's input directly shapes transportation decisions. This interconnected Public Involvement Program will not only meet federal requirements but will build on our team's track record of delivering award-winning work, measurable results and compelling storytelling that highlights how the MPO's work improves daily life across Broward County. Following is our approach to accomplishing the Scope of Services that demonstrates our ability to hit the ground running, while continuing to support the MPO on the communications tasks that we are currently performing through the Speak Up Broward contract.

TASK 1: MARKET NEEDS ASSESSMENT

The foundation of our Project Approach is the Market Needs Assessment, the MPO's first statistically valid countywide survey in nearly a decade. This effort will establish a baseline of awareness, perceptions, and community priorities while clarifying how residents prefer to engage. The goal is simple, to ensure that communications reflect community realities, not outdated assumptions. The assessment will combine a stratified, statistically valid survey with complementary methods, focus groups, stakeholder interviews, workshops, community intercepts, and digital tools like interactive maps and e-townhall polling.

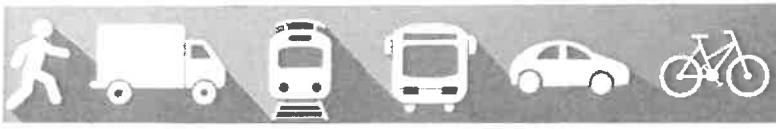
TASK TIMELINE	DELIVERABLES
DAY 30	• Create Action Plan and outreach tools for the Market Needs Assessment effort. • Develop a countywide public awareness campaign to introduce the Assessment effort.
DAY 60	• Survey and other instruments go live across multiple channels including digital, phone, intercept, and print, paid ads and partner distribution. As responses come in, early themes we receive will begin shaping proposed communications strategies. • Countywide awareness campaign goes live.
DAY 90	• The MPO will receive a comprehensive Market Needs Assessment Report, complete with dashboards, infographics, and a plain-language video summary. • Findings will be presented to the MPO Board and shared publicly with stakeholders.

An essential part of this assessment is a national scan of peer MPOs. Benesch, in partnership with TBA and GFT, will benchmark the MPO against recognized leaders such as the Metropolitan Transportation Commission (MTC) in San Francisco, and the San Diego Association of Governments (SANDAG), and the Chicago Metropolitan Agency for Planning (CMAP), among others. These agencies, like the MPO, manage large, metropolitan regions with complex transportation needs and multilingual communities. MTC is known for data visualization and dashboards; and SANDAG demonstrates how to build support for countywide initiatives. CMAP is nationally recognized for its forward-looking planning and use of innovative strategies. While these best practices guide the scan, Benesch and GFT bring their stellar experience working with MPOs, DOTs, and other public agencies across the United States. Creative Particle will support this effort by developing explainer videos, and other tools.

TASK 2: PROJECT MANAGEMENT & COORDINATION

With more than a decade supporting the MPO's public involvement, our systems are already embedded into the agency's communications rhythm, including regular reporting of project tasks and milestones. This eliminates onboarding delays or learning curves. TBA and Benesch will lead project management. GFT will align outreach with technical schedules and ensure milestones translate into narratives that meet federal requirements. For our team, project management is not an abstract process but an extension of our daily partnership with the MPO, ensuring every task is completed on time, on budget, and tied directly to community needs and federal requirements.

TASK TIMELINE	DELIVERABLES
DAY 30	• Meet with MPO project managers to assess coordination needs and establish KPIs. • Continue supporting MPO's current communications activities.
DAY 60	• MPO will receive its first progress update from our team showing completed tasks, upcoming milestones, and how our work aligns with agency priorities.
DAY 90	• Deliver our first Quarterly Report to the MPO summarizing early Market Needs Assessment insights.



TASK 3: COMMUNICATIONS OUTREACH

Outreach defines the MPO's reputation, and our approach begins with listening. Guided by early insights from the Market Needs Assessment, we will transform the MPO's communications into tools that build trust and transparency, starting with a revamped website and refreshed content strategy to ensure that residents receive information, get answers to their questions, and clearly see the value of MPO decisions in their daily lives.

TASK TIMELINE	DELIVERABLES
DAY 30	• Audit existing communications channels including website and social media platforms. • In collaboration with the MPO's current website contractor Daruma Tech, we will design an Action Plan for the website revamp effort.
DAY 60	• Launch a beta version of website updates. • Create a refreshed design for the *Mobility Monday* newsletter. • Continue building the photography library that our team started on the MPO's SharePoint.
DAY 90	• Launch completed website refresh featuring interactive dashboards and a public-facing transparency portal that displays outreach metrics, videos, and launch refreshed newsletter. • Monitor Market Needs Assessment and other analytics to inform reporting efforts.

TASK 4: COMMUNITY ENGAGEMENT

Community engagement is where the MPO's plans come alive for residents, translating technical work into meaningful dialogue. Guided by the early results from the Market Needs Assessment, we will design strategies that reach all generations, from Baby Boomers to Gen Z and Gen Alpha, by meeting people where they are. Engagement will not be a one-off event but a sustained conversation that builds trust over time. TBA will lead strategy design, Benesch will ensure technical accuracy, GFT will coordinate logistics to guarantee seamless execution, while Creative Particle will document engagement efforts through photography and videography.

TASK TIMELINE	DELIVERABLES
DAY 30	• Develop an internal engagement calendar aligned with MPO priorities.
DAY 60	• Create Action Plan for community engagement and create tools necessary to implement. • Document events through photography and videography for wider digital reach.
DAY 90	• Implement the Action Plan and continuously monitor results, which will be used to inform reporting of data and analytics to the MPO.

TASK 5: STAKEHOLDER INVOLVEMENT

Stakeholder involvement is essential to building lasting regional buy-in and ensuring that the MPO's priorities align with the needs of municipalities, business groups, chambers of commerce, and civic leaders. The Market Needs Assessment will serve as the foundation for this task, ensuring our strategies are grounded in fresh, data-driven insights about how local leaders and organizations perceive the MPO and what they identify as top transportation issues. By tailoring our outreach to each stakeholder group, we will ensure communications are not only relevant but also actionable, helping stakeholders understand how MPO investments connect directly to their priorities, whether those are safer roads, stronger economic development corridors, or enhanced transportation options.

TBA and Benesch will lead this effort with GFT supporting the team. Creative Particle will produce professional-quality video testimonials and highlight reels. By incorporating both traditional engagement and multimedia storytelling, our approach transforms stakeholder involvement from a compliance activity into a powerful advocacy tool. Over time, this approach will create a network of influential voices that not only provide feedback to the MPO but also become ambassadors for its mission and impact across Broward County.

TASK TIMELINE	DELIVERABLES
DAY 30	• Map stakeholders and begin targeted outreach to municipal officials, chambers, and nonprofits.
DAY 60	• Roundtables will be hosted to capture input on issues such as congestion, safety, and funding priorities
DAY 90	• The MPO will receive a Stakeholder Engagement Report summarizing participation, themes, and how feedback has been integrated into MPO priorities.

TASK 6: REVIEW AND ASSESSMENT

Strong review and assessment ensure accountability, transparency, and continuous improvement. Every activity will be measured against benchmarks from the Market Needs Assessment so the MPO can clearly demonstrate progress to both residents and federal partners. TBA will lead this process, integrating AI-driven analytics, dashboards, and sentiment analysis to track engagement and identify trends. Benesch will ensure compliance with federal standards, GFT will align findings with technical schedules. By the end of the first year, our goal is to double engagement across all MPO channels, including newsletter opens and social media interactions, setting measurable benchmarks for success.

TASK TIMELINE	DELIVERABLES
DAY 30	• Using findings from the communications audit, our team will identify and assess areas for improvement in the outreach process.
DAY 60	• Identify opportunities to demonstrate progress to both residents and federal, and municipal partners.
DAY 90	• The MPO will receive its first review report from our team, with public-facing metrics posted on the revamped website to track survey completions, video reach, and downloads.

TASK 7: EVALUATION & REPORTING

Evaluation and reporting must go beyond compliance to tell the story of impact. Residents, stakeholders, and federal partners should see not only what was done, but how it improved lives and strengthened communities. TBA, supported by GFT, Benesch, and Creative Particle, will design concise, visual, and resident-facing reports that highlight both outcomes and insights.

TASK TIMELINE	DELIVERABLES
DAY 30	• Establish a clear evaluation framework tied to project goal. • Findings from the Market Needs Assessment will guide emphasis areas.
DAY 60	• Interim reports will summarize participation trends and emerging themes.
DAY 90	• The MPO will receive its first Quarterly Evaluation Report, complete with infographics and video summaries.

TASK 8: 2055 METROPOLITAN TRANSPORTATION PLAN SUPPORT (MTP)

Our team has supported outreach for the MPO's other Core Products consistently translating technical requirements into accessible, resident-friendly messaging. The 2055 MTP is one of the MPO's federally-required Core Products and demands robust engagement to succeed.

Guided by insights from the Market Needs Assessment, Benesch, GFT, and TBA will shape branding, themes, identify priorities, and convey how long-range planning connects to stakeholders lives. Our approach to the 2055 MTP will follow a "barbell" model, with intensive engagement at both the beginning and end of the MTP process, ensuring the plan is not only federally compliant but also embraced by the community it serves. Through this strategy, the 2055 MTP will be positioned as more than a regulatory document, it will be recognized as the community's shared vision for Broward's transportation future.

TASK TIMELINE	DELIVERABLES
DAY 30	• Develop a comprehensive outreach framework and introductory campaigns to build awareness of the MTP process.
DAY 60	• Coordinate kickoff events, both online, and in person, to introduce the 2050 MTP to the public.
DAY 90	• Early engagement results will be compiled, and recommendations will be made to adjust strategies based on community feedback.

TASK 9: HIGH-VISIBILITY EVENT SUPPORT

Through our communications contract with the City of Fort Lauderdale, TBA has been supporting the planning and marketing for high-visibility events in Broward for more than five years. Our team provides public relations, and logistic coordination for events like the Visit Lauderdale Food & Wine Festival and the Fort Lauderdale Air Show, drawing more than 300,000 attendees annually. TBA will bring this expertise to the MPO to support events like the Safe Roads Summit, and the State of the Region & Annual Awards. Benesch and GFT will support event logistics, while TBA leads event design and promotions. Creative Particle will document each event through videography and photography.

TASK TIMELINE	DELIVERABLES
DAY 30	• Assess the MPO's event needs working with the contract PM, and other MPO staff. • Finalize event themes, agendas, and logistics in collaboration with MPO staff.
DAY 60	• Develop a promotional plan for each event, with registration launched, outreach campaigns designed, and digital assets prepared to build momentum.
DAY 90	• Depending on the time of year, full event promotion will be underway, campaigns begin driving attendance. Each event will documented through livestreams and highlight reels.

TASK 10: PUBLIC INVOLVEMENT FOR PLANNING STUDIES

Public involvement is critical to the success of MPO-led planning studies and master plans, ensuring that technical recommendations are shaped by real community input. TBA, in partnership with Benesch and GFT, will create tailored engagement strategies that make studies accessible, relevant, and actionable for residents. We will transform technical documents into tools that invite public participation and build trust.

TASK TIMELINE	DELIVERABLES
DAY 30	• Meet with MPO project managers of current planning studies, including the recently awarded Atlantic Boulevard Corridor Study, to assess engagement needs.
DAY 60	• Design tailored outreach strategies for each study not yet underway.
DAY 90	• Support public involvement efforts of studies currently underway.

TASK 11: TRAINING AND CAPACITY BUILDING

Training and capacity building ensure that MPO staff, partners, and community leaders have the tools and confidence to sustain engagement long after events and studies conclude. TBA supported by Benesch and GFT, will design practical, hands-on training programs that support both MPO staff and partner agencies, strengthening communication skills, and expanding digital engagement expertise. Training modules will be updated with lessons learned from ongoing outreach, ensuring the training evolves with the MPO's communications strategies.

TASK TIMELINE	DELIVERABLES
DAY 30	• Meet with MPO leadership to assess training needs.
DAY 60	• Design a training curriculum complete with guides, templates, and exercises.
DAY 90	• Create on-demand online training portal, giving staff and partners immediate access to resources.

TASK 12: E-TOWNHALLS

E-townhalls are a powerful tool for broadening participation, giving residents the ability to engage from anywhere. These interactive sessions will combine live presentations with polling, Q&A, and captioning, ensuring that participation goes beyond watching, it becomes active involvement. Recordings will be archived on the MPO website and repurposed into highlight clips, creating an enduring resource that multiplies impact long after the live event. The first e-townhall will be integrated directly into the Market Needs Assessment, giving residents a chance to see emerging survey themes in real time and add their voices through live polling and open discussion.

TASK TIMELINE	DELIVERABLES
DAY 30	• Design the e-townhall framework, selecting platforms, integrating polling tools, and developing plain-language presentation templates.
DAY 60	• First official e-townhall, focused on the Market Needs Assessment, will launch, promoted across multiple digital channels of the MPO and its partner agencies.
DAY 90	• Detailed engagement reports will be delivered to the MPO with analytics from the Market Needs Assessment e-townhall.

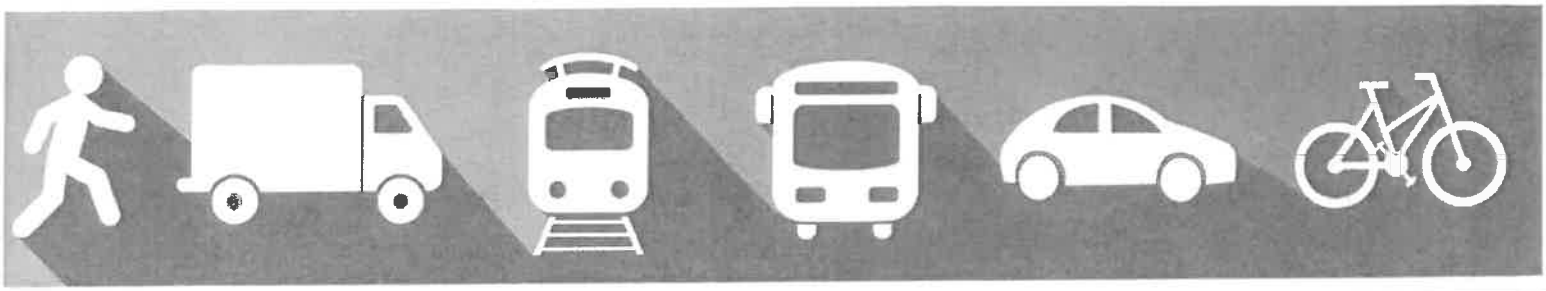
Beyond the first 90 days, e-townhalls will become a recurring fixture in the MPO's outreach program. They will support key initiatives such as the 2055 MTP, ongoing planning studies like the Hallandale Beach Transportation Master Plan and the Atlantic Boulevard Corridor Study, and high-visibility events such as the Safe Roads Summit.

TASK 13: PRINTING

Print materials remain vital for offline audiences. Insights from the Market Needs Assessment will shape the format and distribution of printed materials. Within 30 days, TBA and Benesch will identify the MPO's printing needs, TBA will lead design efforts, and GFT will ensure materials that printed materials comply with federal requirements and are written in plain language. By Day 60, production will begin on identified materials, and by Day 90, a distribution plan will be in place. TBA and Benesch, with support from GFT, will implement the approved distribution plan.

A PARTNERSHIP THAT BUILDS SUCCESS

TBA together with Benesch, GFT, and Creative Particle bring the right mix of skills and expertise necessary to meet the MPO's needs and turn vision into impact. We are not approaching this work as outsiders, management consultants, or as engineers dabbling in public involvement. We are communicators at the core, backed by planners, engineers, and creative specialists to ensure accuracy, innovation, and impact. Our focus will be to amplify the MPO's voice, strengthen community connections, and position the MPO as a nationwide leader in public involvement.



SECTION 2.0
QUALIFICATIONS & EXPERIENCE

Delivering the Scope of Services requires more than technical know-how, it requires communicators, planners, creatives, and community outreach specialists who know Broward County, know the MPO, and know how to translate transportation planning into meaningful community impact. Our team combines decades of proven experience, national perspective, and innovative thinking. Following is an overview of our leadership team for this contract.

LEADERSHIP TEAM



Project Manager (PM)
Tasha Cunningham
(TBA)

- Brings more than 20 years of experience leading award-winning communications, public engagement, and marketing campaigns for transportation agencies across Florida.
- Trusted partner of the Broward MPO, supporting outreach through the Speak Up Broward contract, and multiple Metropolitan Transportation Plan (MTP).
- Architect behind some of the MPO's most visible communications successes, including the *Let's Talk Transportation* podcast, the *Mobility Monday* newsletter, and the recently launched *Beyond the Commute* LinkedIn newsletter.
- Will ensure seamless coordination between technical, creative, and planning partners.
- Managed million-dollar budgets for FDOT and other public sector agencies, delivering measurable Return on Investment (ROI) while maximizing public dollars.
- Holds an M.S. in Mass Communication, a B.S. in Public Administration, and a Graduate Certificate in Conflict Resolution & Consensus Building from Florida International University (FIU). She is also a Certified Associate in Project Management (CAPM).



Deputy PM
Ian Debnam, AICP
(Benesch)

- Certified planner with more than 15 years of experience in data collection, research, and analysis that informs transportation and environmental planning
- Strong record of delivering corridor studies, feasibility studies, and Metropolitan Transportation Plans (MTPs) across Florida.
- Expertise includes public engagement, GIS spatial analysis, Environmental Justice assessments, and multimodal planning.
- Has played a central role in the Speak Up Broward outreach program and served as a Task Manager for the MPO's Route to 2050 MTP.
- Managed major efforts for the South Florida Regional Transportation Authority (Tri-Rail) and multiple MPOs across Florida, giving him unique insight into regional connectivity.
- Ensures that every communication strategy is rooted in planning expertise, compliance with federal standards, and a deep understanding of Broward's transportation challenges.
- Holds an M.A. in Geography from Louisiana State University.



Technical Advisor
Jill Quigley, AICP (GFT)

- Brings more than two decades of experience as a certified planner working directly with the Broward MPO in technical oversight and stakeholder coordination.
- Managed the MPO's Speak Up Broward contract for more than five years and outreach efforts to multiple MTP cycles.
- Expert in bridging the gap between planning and and public involvement.
- Technical insight guarantees that communications are not developed in isolation but directly tied to project schedules and community needs.
- Ensures work product aligns with established Key Performance Indicators (KPIs).
- Holds an M.S. in Urban and Regional Planning from Florida State University.

Our stellar leadership team will be assisted by a talented supporting team members who offer the MPO more than 50 years of combined experience in transportation, planning, public involvement, website design, and digital outreach.

SUPPORTING TEAM MEMBERS

Wendy Abdulmesih — Community Outreach Specialist (TBA)

Wendy Abdulmesih has extensive experience in community engagement, grassroots outreach, and multicultural communications. She is bilingual and speaks and writes Spanish. She has managed on-the-ground engagement for MPO initiatives, including workshops, and neighborhood events for the Route to 2050 MTP, ensuring that community voices are authentically represented in planning processes. Wendy's strength lies in building trust with residents and ensuring sustained participation across different communities. Wendy currently manages social media for the MPO. Wendy holds an Associate's degree in hospitality and tourism from Miami Dade College.

Luis Galvez — Public Involvement Manager, CAPM (TBA)

Luis Galvez is a seasoned engagement strategist who has overseen large-scale public involvement programs across South Florida. For the MPO, Luis manages design and content development for the *Mobility Monday* newsletter. Luis is bilingual allowing him to connect with Spanish-speaking residents. Luis holds a B.S. in Communications, Journalism, and Related Program from FIU and is a Certified Project Management Associate (CAPM).

Ernesto Diaz — Creative Director / Graphic Designer (TBA)

Ernesto Diaz is the creative force behind TBA's award-winning design work. With more than a decade of experience in branding, digital design, and multimedia, he has created graphics, infographics, and visuals for major transportation initiatives like SunRail, and national brands like Red Bull, HBO Latino, Marriott, and Johnson & Johnson, among others. Ernesto specializes in making technical content visually engaging and understandable. He will ensure that every MPO product, from reports to social media, has a consistent, polished look that connects with the public. Ernesto holds a B.S. in Graphic Design & Creative Direction at ISDI School of Design and Innovation.

Tom Navratil - Web Developer | Designer (TBA)

Tom Navratil is a senior web developer who brings more than 15 years of experience designing and managing high-performance websites for public agencies, tourism organizations, and global brands. He has developed and maintained numerous client websites for TBA, including the City of Fort Lauderdale's award-winning tourism site DiscoverFTLBeach.com. Tom's portfolio also includes projects for Google, HBO, Marriott, and Hilton, where he applied his expertise in responsive design, SEO optimization, and user experience. Tom will make recommendations to transform the MPO website into a modern, interactive platform with features such as storytelling modules and embedded video explainers that bring planning work to life for residents.

Wally Blain, AICP — Senior Planner (Benesch)

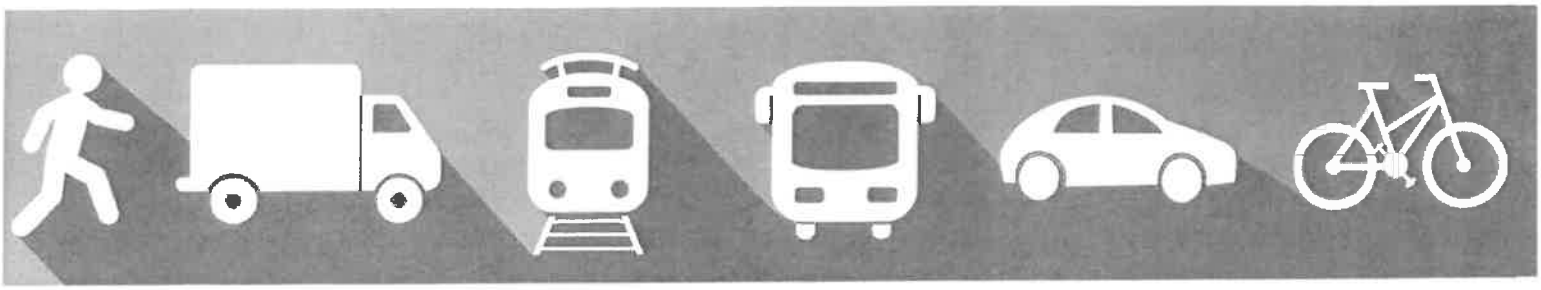
Wally Blain has more than 25 years of experience in multimodal transportation planning, long-range transportation plans, and congestion management processes. He has led major planning efforts for MPOs across the Southeast and is a recognized leader in scenario planning. Wally's expertise in regional mobility will support the Broward MPO's 2055 MTP, ensuring engagement is backed by nationally recognized planning practice. Wally holds a B.A. in Geography from Stetson University.

Additional Bench Strength

The Benesch and GFT bench includes planners, engineers, and GIS analysts who can provide additional depth across specific tasks, from technical compliance to performance measurement. Their experience with MPOs across the nation ensures that the MPO benefits from best practices while receiving support from a team that understands the nuances of federal and state requirements.

A Proven, Multidisciplinary Team

Together, Tasha, Ian, Jill, and the extended Benesch team, represent a partnership that is already embedded in the MPO's communications rhythm and has consistently delivered results. Unlike firms where communications is a secondary function, our team is led by professional communicators supported by top-tier planning, infrastructure, and multimedia specialists. We aren't simply a vendor, but a partner team that understands the MPO's history, its priorities, and its vision for the future. With proven expertise, financial stability, and a track record of nationally recognized communications, our team is uniquely positioned to deliver the Scope of Services at the highest level.



SECTION 3.0
QUALITY ASSURANCE QUALITY CONTROL

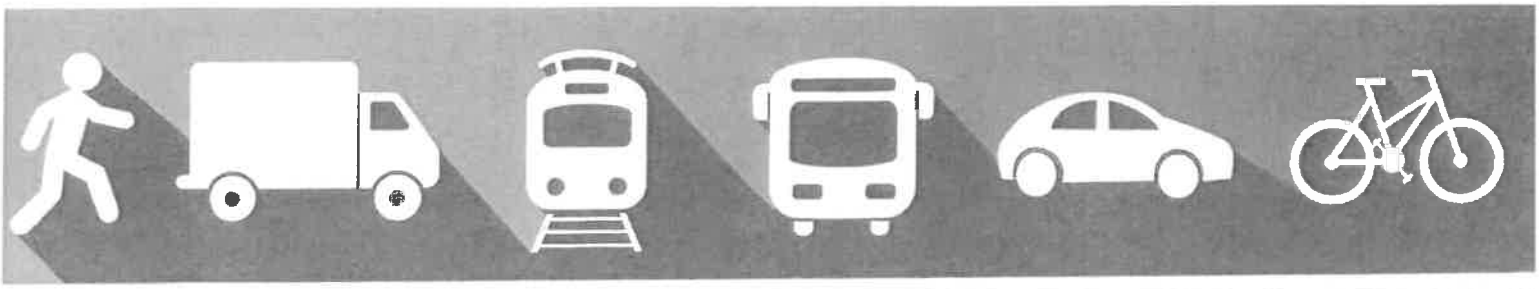
Delivering a Public Involvement Program of this scale requires not only creativity and innovation but also discipline, accuracy, and accountability. TBA and our partners have designed a three-tiered Quality Assurance/Quality Control (QA/QC) process to ensure that every deliverable meets the highest standards of professionalism, compliance, and community relevance.

TIER	LED BY	DETAILS
Tier One: Content Accuracy & Clarity	TBA Benesch	TBA will lead the first layer of review, ensuring that all communications materials are accurate, accessible, and audience-focused. This includes verifying readability, tone, and plain-language principles so that complex transportation issues are presented in ways that resonate with residents. Creative Particle will support this tier by reviewing multimedia assets, videos, graphics, and photography, for quality, consistency, and brand alignment.
Tier Two: Technical Review & Compliance	GFT Benesch	Benesch will manage the second tier, focused on ensuring technical accuracy and compliance with federal, state, and local requirements. Every communication piece tied to MPO Core Products will undergo Benesch's review for consistency with adopted plans, policy alignment, and accuracy of data. Benesch will also verify that all reporting meets FDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) guidelines, ensuring that outreach documentation is audit-ready.
Tier Three: Implementation & Delivery Alignment	TBA GFT	GFT will ensure that communications efforts are tied directly to real-world delivery schedules. This means checking that outreach aligns with project milestones, construction timelines, and stakeholder expectations. By bridging communication with delivery, GFT ensures that the public not only receives information but also understands how it connects to tangible outcomes in their neighborhoods.

Continuous Review Cycle
Deliverables will move through a structured four-step cycle to ensure multiple levels of accountability. This structured quality control cycle ensures no product leaves the team without at least three levels of expert review.

- **Draft Development:** TBA creates the first draft with input from Benesch.
- **Technical Review:** Benesch reviews for compliance, accuracy, and integration with MPO Core Products.
- **Delivery Check:** GFT aligns communications with project logistics and team feedback.
- **Final Approval:** TBA provides a final editorial review before submission to MPO staff.

This QA/QC framework provides the MPO with low risk and high accountability. By embedding QA/QC into every step of the process, the MPO can be confident that every communication is clear, compliant, and consistent. Every deliverable is tied back to federal requirements and community priorities, and every project milestone is supported by communications that align with the MPO's priorities.



SECTION 4.0
INNOVATIVE APPROACH

The TBA team brings an innovative spirit to every element of the Scope of Services. Our philosophy is simple, public involvement must go beyond compliance and become a catalyst for connection, trust, and action. To achieve this, we will combine proven strategies outlined in our Project Approach with bold, forward-looking innovations that position the Broward MPO as a national leader in transportation communications.

IDEA	LED BY	DETAILS
Resident Guidebook 2.0	TBA Benesch	The MPO's recently released Resident Guidebook is a valuable resource, and under our approach it will be elevated into an interactive digital experience. Instead of a static PDF, residents will be able to click through dynamic modules, view embedded videos, and explore visual storytelling that makes complex plans relatable. Creative Particle will produce explainer videos, Benesch will verify technical accuracy, and GFT Infrastructure will provide real-world examples of how plans become projects. This innovation transforms the guide into a living tool that builds awareness year-round.
SMART Metro Showcase Campaign	TBA GFT Benesch	The MPO's groundbreaking SMART METRO digital twin platform offers enormous potential, but its benefits must be communicated in ways that resonate with everyday residents. Our campaign will translate advanced geospatial analysis into real-life impact. Through animations, case studies, and storytelling, we will show how SMART METRO improves safety, reduces congestion, and strengthens mobility.
Safe Roads Summit Story Lab	TBA GFT	We will transform the Safe Roads Summit from a traditional technical event into a story-driven community experience. The Story Lab will collect testimonials, video diaries, and resident reflections on transportation safety across Broward. These stories will be featured on social media, integrated into Summit sessions, and showcased in a highlight video to extend impact long after the event.
Gamified Budget Simulator	TBA GFT	To build transparency and participation in MPO decision-making, we will launch a gamified budget simulator on the MPO's revamped website. Residents will be able to allocate funding across categories such as roads, transit, and bike/pedestrian improvements. This tool will both educate residents on planning constraints and give the MPO valuable insights into community priorities. It is a fresh, interactive way to demonstrate that public input shapes real-world investments.
Impact Dashboard	Benesch TBA	Modern engagement requires more than flyers and emails. With our approach every major deliverable will be paired with a visual storytelling asset. Every planning study will have an accompanying 60-second explainer video. Every public report will have an infographic summary. To close the loop, we will build a public-facing impact dashboard that displays survey results, participation data, and project milestones in real time. This tool will reinforce accountability, show residents that their voices matter, and provide the MPO Board with a transparent snapshot of progress.

These innovations are tools that deliver real benefits. They make the MPO's work visible in ways that matter to residents. They increase transparency and build trust, generate measurable results in engagement and awareness. With this approach, the MPO gains a Public Involvement Program that sets the standard for the future.

PRICE PROPOSAL FORM
SCHEDULE OF PROFESSIONAL RATES

RFP 26-04
GOVERNMENT PUBLIC INVOLVEMENT SERVICES

DESCRIPTION	HOURLY RATE		EST/HRS	TOTAL
Community Outreach Specialist	$100.00	X	680	$68,000
Designer	$40.00	X	20	$800.00
Public Involvement Manager	$75.00	X	170	$12,750.00
Principal/Editor	$50.00	X	50	$2,500.00
Marketing Specialist	$70.00	X	340	$23,800.00
Communications Specialist	$70.00	X	210	$14,700.00
Creative Director	$50.00	X	20	$1,000.00
Graphic Designer	$60.00	X	60	$3,600.00
Website Developer | Designer	$70.00	X	90	$6,300.00
Multimedia Specialist	$60.00	X	100	$6,000.00

ESTIMATED TOTAL ANNUAL LABOR COST **$** $139,450.00

NOTE: THE ANNUAL LABOR HOURS SPECIFIED ABOVE ARE ESTIMATED QUANTITIES ONLY. CONTRACTOR WILL BE REIMBURSED AT THE PROPOSED HOURLY RATES FOR ACTUAL HOURS OF EFFORT AND EXPENSES INCURRED. IT IS EXPRESSLY UNDERSTOOD THAT THE APPROXIMATE QUANTITIES IDENTIFIED ABOVE ARE FOR EVALUATION PURPOSES ONLY AND ARE SUBJECT TO CHANGE DEPENDING UPON THE BMPO'S ACTUAL NEED FOR SERVICES UNDER THE RESULTANT AGREEMENT AND SHALL FORM NO BASIS FOR ANY CLAIM IN THE EVENT THAT THEY DO NOT CORRESPOND TO THE HOURS ACTUALLY WORKED BY THE CONTRACTOR.

Florida Statutes:
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

375-030-60
PROCUREMENT
OGC – 08/25

Respondent Vendor Name: The Brand Advocates, Inc.

Vendor FEIN: 65-0818493

Vendor's Authorized Representative Name and Title: Tasha Cunningham, Managing Partner

Address: 110 East Broward Blvd, Suite 1700

City: Fort Lauderdale State: Florida Zip: 33301

Phone Number: (954) 745-0570

Email Address: tasha@thebrandadvocates.com

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) $100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) $1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the authorized representative of the company or other entity identified above in the section entitled "Respondent Vendor Name", I hereby certify that the company or other entity is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List. I further certify that the company or other entity is not engaged in a boycott of Israel and is not engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, costs, and/or ineligibility to bid on future contracts.

Certified By: Tasha Cunningham

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Managing Partner

Date: September 9, 2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

The Brand Advocates, Inc.
Name of Consultant

By: _____

9/9/2025
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

The Brand Advocates Inc.
Name of Consultant

By: _____

9/9/2025
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: The Brand Advocates, Inc.

By: _____

Date: 9/9/2025

Title: Managing Partner

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
01/24

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned 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.

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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: The Brand Advocates. Inc.

By: Tasha Cunningham Date: 9/9/2025

Authorized Signature: 

Title: Managing Partner

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: The Brand Advocates, Inc. 110 East Broward Blvd Suite 1700 Fort Lauderdale, Florida 33301 Congressional District, *if known*: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Tasha Cunningham Title: Managing Partner Telephone No.: (954) 745-0570 Date (mm/dd/yyyy): 09/09/25

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-031-06
PROCUREMENT
OGC – 10/21

Contract No: RFP 26-04

Financial Project No(s): N/A

Project Description: Broward MPO Government Public Involvement Services

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: The Brand Advocates, Inc.

Authorized Signature:

Title: Managing Partner

Date: September 9, 2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Tasha Cunningham
Address:	110 East Broward Blvd, Suite 1700, Fort Lauderdale, Florida 33301
Phone Number:	(954) 745-0570
Authorized Representative's Name:	Tasha Cunningham
Authorized Representative's Title:	Managing Partner
Email Address:	tasha@thebrandadvocates.com

AFFIDAVIT

I, *Tasha Cunningham*, as authorized representative attest that *The Brand Advocates, Inc.* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) — September 9, 2025 (Date)

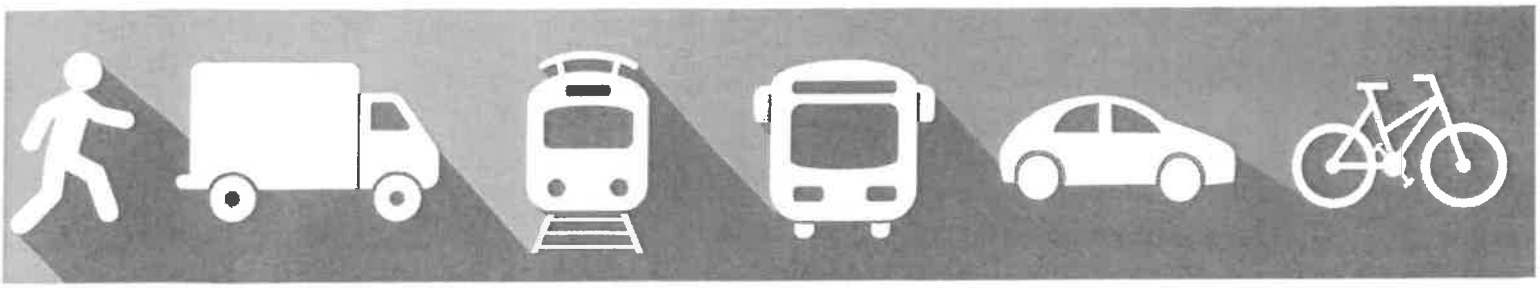
STATE Florida
COUNTY OF Miami-Dade County
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2025 (year), by

Michael Cardentey
Notary Public

August 5, 2029
Commission Expires

MICHAEL CARDENTEY
MY COMMISSION #HH706715
EXPIRES: AUG 05, 2029
Bonded through 1st State Insurance

Personally Known ☐ OR Produced Identification ☒
Type of Identification Produced Driver's License
J210-803-72-830-0



FORMS & ADDENDA

PROPOSAL FORM

RFP No. 26-04

GOVERNMENT PUBLIC INVOLVEMENT SERVICES

CONTRACTOR: The Brand Advocates, Inc.

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

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

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

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

Authorized Signature

Tasha Cunningham
Printed Name

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

1. 8/15/25	2. 8/21/25	3. 8/22/25
4.	5.	6.

PRICE PROPOSAL FORM
SCHEDULE OF PROFESSIONAL RATES

RFP 26-04
GOVERNMENT PUBLIC INVOLVEMENT SERVICES

DESCRIPTION	HOURLY RATE		EST/HRS	TOTAL
Community Outreach Specialist	$100.00	X	680	$68,000
Designer	$40.00	X	20	$800.00
Public Involvement Manager	$75.00	X	170	$12,750.00
Principal/Editor	$50.00	X	50	$2,500.00
Marketing Specialist	$70.00	X	340	$23,800.00
Communications Specialist	$70.00	X	210	$14,700.00
Creative Director	$50.00	X	20	$1,000.00
Graphic Designer	$60.00	X	60	$3,600.00
Website Developer | Designer	$70.00	X	90	$6,300.00
Multimedia Specialist	$60.00	X	100	$6,000.00

ESTIMATED TOTAL ANNUAL LABOR COST **$** $139,450.00

NOTE: THE ANNUAL LABOR HOURS SPECIFIED ABOVE ARE ESTIMATED QUANTITIES ONLY. CONTRACTOR WILL BE REIMBURSED AT THE PROPOSED HOURLY RATES FOR ACTUAL HOURS OF EFFORT AND EXPENSES INCURRED. IT IS EXPRESSLY UNDERSTOOD THAT THE APPROXIMATE QUANTITIES IDENTIFIED ABOVE ARE FOR EVALUATION PURPOSES ONLY AND ARE SUBJECT TO CHANGE DEPENDING UPON THE BMPO'S ACTUAL NEED FOR SERVICES UNDER THE RESULTANT AGREEMENT AND SHALL FORM NO BASIS FOR ANY CLAIM IN THE EVENT THAT THEY DO NOT CORRESPOND TO THE HOURS ACTUALLY WORKED BY THE CONTRACTOR.

Name in which license/Certificate of Competency is issued: The Brand Advocates, Inc.
C. S **Corporation** Incorporated in the state of Florida Date January 1, 1998

Officer's Names	Title	Location
Courtney Cunningham	President/Managing Partner	Broward County
Tasha Cunningham	VP/Managing Partner	Broward County

Professional license/Certificate of Competency #: N/A

Name in which license/Certificate is Issued N/A

6(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts completed **for which liquidated damages or other contractually stipulated sums or damages were assessed** against you for failure to complete the work on time or for any other breach of contract by you. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the namFirst official e-townhall, focused on the Market Needs Assessment, will launch, promoted across multiple digital channels of the MPO and its partner agencies. e and telephone number of the

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

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

We have never had a contract under which the owner has called up a surety bond to complete the work, has terminated for default, or sued to complete performance or recover damages.

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

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

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

We have not been a party to any litigation in the last five years.

7 References (Please list prior similar projects)

Year	Project Name	Company Name	Dollar Amount	Contact Person and E-mail
2024	Marketing & Advertising	Vero Beach Regional Airport	$100,000	William Howard whoward@covb.org
2024	Tourism Marketing & Website Administration	City of Fort Lauderdale	$100,000	Ingrid Kindbom ikindbom@fortlauderdale.gov
2025	Marketing & Advertising	Palm Beach State College	$200,000	Mary-Margaret Dale dalem@pbsc.edu
2025	Tri-Rail Rider Education Ambassador Program	Tri-Rail	$480,000	Victor Garcia garciav@sfrta.fl.gov

Estimated amount of current work under contract: $ 1.5 million

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

Project No. and Title	Owner	Value	Percent Complete	Contact Person and E-mail
Marketing & Advertising	Vero Beach Regional Airport	$100,000	Ongoing	William Howard whoward@covb.org
Tourism Marketing & Website Administration	City of Fort Lauderdale	$100,000	Ongoing	Ingrid Kindbom ikindbom@fortlauderdale.gov
Marketing & Advertising	Palm Beach State College	$200,000	Ongoing	Mary-Margaret Dale dalem@pbsc.edu

I, Tasha Cunningham, _____, OF
The Brand Advocates, Inc., CERTIFY THE INFORMATION PROVIDED ON THIS QUALIFICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature

Affix Corporate Seal

COUNTY OF Miami-Dade

STATE OF Florida

The foregoing instrument was acknowledged before me on this 9th day of Sept, 2025
By Tasha Cavelle Joseph

___ An individual acting in their own right;

x Managing Partner (Title) of The Brand Advocates (Corporation/Company)
a Florida (State) Corporation, on behalf of the corporation.

___ Acknowledging partner/agent on behalf of _____ (Name of partnership)
a partnership.

This person is personally known me or has produced FLDL J210-803-72-870-0 as identification and who (did / did not) take an oath.

Place Notary Seal Here

Signature of Person Taking Acknowledgment

In lieu of Stamp: Frank Padron (Type or Print Name) Notary (Title)

March 16, 2028
Expiration Date

NOTARY PUBLIC STATE OF FLORIDA

FRANK PADRON
Commission # HH 472545
Expires March 16, 2028

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

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

Company Name: Benesch

Address: 100 West Cypress Creek Road, Suite 980

City, State, & Zip Code: Fort Lauderdale, FL 33309

Company Name: GFT Infrastructure

Address: 3230 West Commercial Boulevard, Suite 450

City, State, & Zip Code: Fort Lauderdale, FL 33309

Creative Particle
2000 Ponce de Leon Blvd., Suite 600
Coral Gables, FL 33134

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   a. The dangers of drug abuse in the workplace;
   b. The Bidder's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs;
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;

4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:

   a. Abide by the terms of the statement;

   b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the BMPO in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

   a. Taking appropriate personnel action against such employee, up to and including termination; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: THE BRICKELL ASSOCIATES
(Please print or type)

By: _____
Authorized Signature

TASHA CUNNINGHAM
Name of Authorized Signature

9/9/25
Date

Affix Corporate Seal
(If Applicable)

Miami-Dade
County Of

Florida
State Of

The foregoing instrument was acknowledged before me on this 9th day of Sept., 2025
By Tacha Cavelle Joseph

___ An individual acting in their own right;

___ _____ of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

___ Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced FLDL J210-802-72-870-0 as identification and who (did/did not) take an oath.

_____
Signature of Person Taking Acknowledgment

In lieu of Stamp: Frank Padron
Type or Print Name

March 16, 2028
Expiration Date

Place Notary Seal Here

Notary Public
Title

FRANK PADRON
Commission # HH 472545
Expires March 16, 2028

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida }
} SS:
COUNTY OF Miami-Dade }

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

By: _____

Title: MANAGING PARTNER

STATE OF Florida)
Miami-Dade **COUNTY**)

The foregoing document was sworn to and subscribed before me by Tasha Carelle Joseph by means of [X] physical presence or [ ] online notarization, and are personally know to me or have produced FLDL J210-803-78-870-0 as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9 DAY OF Sept. 2025

_____
Notary Public Signature

Frank Padron
Notary Public Printed Signature

NOTARY PUBLIC STATE OF FLORIDA
FRANK PADRON
Commission # HH 472545
Expires March 16, 2028
Notary Stamp Seal

NON-COLLUSION AFFIDAVIT

State of Florida)
County of Miami-Dade) SS:

being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

(3) Such Proposal is genuine and is not collusive or a sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) Any hourly rates quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____
Witness Kaethem Chatm

Witness Saidi Padron

By: _____
Printed Name: Tasha Cunningham

Title: Managing Partner

ACKNOWLEDGMENT

STATE OF Florida)
)
Miami-Dade COUNTY)

The foregoing document was sworn to and subscribed before me by Tasha Carelle Joseph by means of [X] physical presence or [ ] online notarization, and are personally know to me or have produced FLDL J210-A03-72-870-0 as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9 DAY OF Sept., 2025

Notary Public Signature

Frank Padron

Notary Public Printed Signature

Notary Stamp Seal

NOTARY PUBLIC STATE OF FLORIDA
FRANK PADRON
Commission # HH 472545
Expires March 16, 2028

NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: MANAGING PARTNER

STATE OF Florida)
Miami-Dade **COUNTY**)

The foregoing document was sworn to and subscribed before me by TashaCavelle Joseph by means of [X] physical presence or [ ] online notarization, and are personally know to me or have produced FLDL J200-807-72-870-0 as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9 DAY OF Sept., 2025

_____
Notary Public Signature

Frank Padron
Notary Public Printed Signature

FRANK PADRON
Commission # HH 472545
Expires March 16, 2028
Notary Stamp Seal

INDEPENDENCE AFFIDAVIT

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

1. He/She is Managing Partner of The Brand Advocates, Inc, the PROPOSER that has submitted the attached Proposal;

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

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

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

NOT APPLICABLE

[THIS SPACE INTENTIONALLY LEFT BLANK]

INDEPENDENCE AFFIDAVIT
(CONTINUED)

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

Signature (ink only)

THE BRAND ADVOCATES (CORPORATE SEAL)
Print Name

MANAGING PARTNER
Title

9/9/25
Date

STATE OF Florida)
)
Miami-Dade **COUNTY**)

The foregoing document was sworn to and subscribed before me by Tashe Caselle Joseph by means of [X] physical presence or [ ] online notarization, and are personally know to me or have produced FLDL J210-803-72-870-0 as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9 DAY OF Sept., 2025

Notary Public Signature

Frank Pdn
Notary Public Printed Signature

FRANK PADRON
Commission # HH 472545
Expires March 16, 2028
Notary Stamp Seal

ACCURACY OF PROPOSAL CERTIFICATION

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

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

1. He/She is TASHA CUNNINGHAM of THE BRAND HOUSE the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACCURACY OF PROPOSAL CERTIFICATION (CONTINUED)

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

Signature

THEBRAND ADVOCATES (CORPORATE SEAL)
Print Name

MANAGING PARTNER
Title

9/9/25
Date

STATE OF Florida)
Miami-Dade COUNTY)

The foregoing document was sworn to and subscribed before me by Tasha Camille Jones by means of [X] physical presence or [ ] online notarization, and are personally know to me or have produced FLDL J210-507-72-820-0 as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9 DAY OF Sept. 2025

Notary Public Signature

Frank Padron
Notary Public Printed Signature

Notary Stamp Seal

NOTARY PUBLIC STATE OF FLORIDA
FRANK PADRON
Commission # HH 472545
Expires March 16, 2028

DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST

ANTICIPATED DBE PARTICIPATION STATEMENT

RFP Number: 26-04

Contractor's Name: The Brand Advocates

Contractor's FEID Number: 65-0818493

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

OR

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

DBE (s) Name	Type/Specialty Work	Dollar Amount/ Percentage
The Brand Advocates is a DBE firm.		

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

Date: 9/9/25

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

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

Prime Contractor / Prime Consultant: The Brand Advocates

Address/Telephone Number: 110 East Broward Blvd, Suite 1700, Fort Lauderdale, Florida 33301 (954) 745-0570

RFP Number/Advertisement Number: 26-04

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

1. Federal Tax ID Number: 65-0818493
2. Firm Name: The Brand Advocates
3. Phone: (954) 745-0570
4. Address: 110 East Broward Blvd, Suite 1700 Fort Lauderdale, Florida 33301
5. Year Firm Established: 1998
6. [x] DBE [ ] Non-DBE
7. [ ] Sub-contractor [ ] Sub-consultant
8. Annual Gross Receipts: [ ] Less than $1 Million [x] Between $1- $5 Million [ ] Between $5- $10 Million [ ] Between $10-$15Million [ ] More than $15 Million

1. Federal Tax ID Number: 36-2407363
2. Firm Name: Benesch
3. Phone: 954.641.5680
4. Address: 100 West Cypress Creek Road, Suite 980 Fort Lauderdale, FL 33309
5. Year Firm Established: 1946
6. [ ] DBE [x] Non-DBE
7. [ ] Sub-contractor [x] Sub-consultant
8. Annual Gross Receipts: [ ] Less than $1 Million [ ] Between $1- $5 Million [ ] Between $5- $10 Million [ ] Between $10-$15Million [x] More than $15 Million

1. Federal Tax ID Number: 25-1613591
2. Firm Name: GFT Infrastructure, Inc.
3. Phone: 3230 West Commercial Boulevard, Suite 450
4. Address: Fort Lauderdale, FL 33309
5. Year Firm Established: 1915
6. [ ] DBE [x] Non-DBE
7. [ ] Sub-contractor [x] Sub-consultant
8. Annual Gross Receipts: [ ] Less than $1 Million [ ] Between $1- $5 Million [ ] Between $5- $10 Million [ ] Between $10-$15Million [x] More than $15 Million

Creative Particle 47-4058108 — 2000 PONCE DE LEON BLVD, SUITE 600 CORAL GABLES, FL 33134 — Non-DBE — Year Established: 2015 — (305) 735-1223

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

AGREEMENT BETWEEN THE BMPO AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR GOVERNMENT PUBLIC INVOLVEMENT SERVICES

EXHIBIT "C"

BMPO INVOICE FORM

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

Consultant LOGO

INVOICE

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

Invoice Date: _____
Invoice No.: _____
BMPO P.O. #: _____

Project Name and Description: _____

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

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

Total Amount Due: $ 100.00

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

Authorized Signature: _____

Name Printed: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

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

Consultant LOGO

Service Period 1/0/00 - 1/0/00 **DBE Contract Amount:** $ 100.00

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

Total DBE Allocated: $ 100.00

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

INVOICE TASK DETAIL

Task No:	**1**
Task Name:	**Project Management**

Budgeted Amount	**$**	**1,000.00**	**100.0%**
Previously billed	$	(100.00)	-10.0%
Billed this period	$	(100.00)	-10.0%
Remaining Budget	**$**	**800.00**	**80.0%**
Percent complete:			**20.0%**

Billed this period details:

Salary Costs:			**Notes:**
Prime Consultant Name	$	50.00	
Sub-Consultant 1	$	50.00	DBE Firm
Sub-Consultant 2	$	-	
Sub-Consultant 3	$	-	
Sub-Consultant 4	$	-	
Sub-Consultant 5	$	-	
Sub-Consultant 6	$	-	
Sub-Consultant 7	$	-	
Other Direct Expense:			**Notes:**
Travel	$	-	
Equipment	$	-	
Materials	$	-	
Other	$	-	
Billed this period	**$**	**100.00**	

Progress Report:

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

You must include one of the following in this space:

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

ATTACHMENT "A"

BMPO NON-DISCRIMINATION REQUIREMENTS

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 sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the FDOT Design Manual or Florida GreenBook, as applicable; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)."

(8) **NonDiscrimination Language for the Public:** The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact* _____ *at* _____ *or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least* _____ *days in advance.*

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

GOVERNMENT PUBLIC INVOLVEMENT SERVICES AGREEMENT NO. 26-04

TASK WORK ORDER NO. 9

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION ("BMPO")

and

CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED ("Consultant")

for

PROJECT SUPPORT PUBLIC OUTREACH

Task Work Order No. 9 Start Date: Upon Written Notice to Proceed
Task Work Order No. 9 End Date: June 30, 2028
Total Not to Exceed Amount: $535.850.00
Pursuant to and as provided in the attached Consultant's TASK WORK ORDER NO. 9 FEE SHEET (Exhibit "A")

Pursuant to Task Work Order No. 9 (and Exhibit A, attached hereto) and including Scope of Services, the Consultant shall perform the following tasks to complete the requested services and deliverables in adherence with the Government Public Involvement Services Agreement Number 26-04 (hereinafter referred to "Agreement No. 26-04").

The Consultant acknowledges that all Task Work Orders are subject to availability of funds, and subject to services rendered by the Consultant along with a Written Notice to Proceed authorization by the BMPO's Project Manager or designee.

If allowable pursuant to the Scope of Services of this Task Work Order, direct expenses must be negotiated and agreed upon by both parties. Any unanticipated direct expenses that may arise must be approved by the BMPO Task Work Order Project Manager prior to being incurred. Any expenses not pre-approved will not be reimbursed. Non-reimbursable direct expenses will not be paid to the Consultant.

SCOPE OF SERVICES
PROJECT SUPPORT PUBLIC OUTREACH

PURPOSE:

The purpose of this Task Work Order (TWO) is to provide the BMPO with the logistical, technical, graphic, and staffing support required to plan, publicize, conduct, and document public engagement activities, so that the public has a meaningful opportunity to be informed about and to comment on BMPO plans, studies, and projects. Specifically, this TWO is intended for the CONSULTANT to:

- Provide on-call support for pop-up events, public meeting planning, public meeting support, workshops, virtual public meetings, surveys, and social media engagement, as assigned in writing by the BMPO Project Manager.
- Extend the reach of BMPO engagement by meeting the public where they are, including traditionally underserved populations.
- Produce consistent, auditable documentation of every engagement activity, including logging of all meetings in the BMPO meeting log, so that participation can be reported and the project record supports federal and state requirements.
- Deliver all engagement activities in compliance with all applicable Accessibility requirements and guidelines such as the Section 508 of the Rehabilitation Act of 1973, Web Content Accessibility Guidelines, Language and Digital Accessibility, and with the Americans with Disabilities Act (ADA).

Log all meetings in https://survey123.arcgis.com/share/da00528454114918b9c280e32a3defbb

Task 1: Project Public Participation Plan Development – create a customized plan to ensure maximum public participation based on the unique geography of each project.

- Organize and Clarify Goals: Define the purpose of the engagement, assess available resources (budget, time, and staff capacity), and secure necessary facilitation skills.
- Identify Stakeholders: Map out affected residents, businesses, local organizations, and historically underrepresented groups to ensure broad and equitable representation.
- Determine Participation Levels: Decide the depth of involvement needed, ranging from simply informing the public to active consultation and consensus-building.
- Select Outreach Tools: Match specific methods to objectives and audience preferences.
- Evaluate: Outline how public feedback will be recorded, reported back to the community, and factored into final decision-making before formal adoption.

Deliverables:

- *Public Participation Plan (Submitted no later than ten (10) business days after kick off meeting)*
- *Demographic analysis of study area (Submitted no later than ten (10) business days after kick off meeting)*
- *Calendar of events (Submitted no later than ten (10) business days after kick off meeting)*

Not to exceed 12 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 2: Pop-Up Meeting – also known as "tabling," these events are meant to engage members of the public where they are through quick, meaningful interactions

- Coordinate with municipal/event staff to secure venues, establish logistics, and schedule.
- Coordinate with internal BMPO staff for publicity materials.
- Coordinate with internal BMPO staff to schedule and assign personnel to attend the event on an as-needed basis.
- Work with BMPO staff and event staff to coordinate logistics: table, tent, activity, handouts, etc.
- Determine if a survey is appropriate for the event.

Deliverables:

- *Documentation of site confirmation(submitted no later than ten (10) business days prior to the event)*
- *Digital photos (submitted within one (1) business days following the event)*
- *Survey results (if applicable) (submitted within ten (10) business days following the close of the survey)*
- *Event log (logged in the BMPO meeting log within three (3) business days following the event; cumulative event log submitted with each monthly invoice)*

Not to exceed 5 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 3: Public Meeting Planning – provide logistical services for MPO staff to host a public meeting

- Coordinate with municipal staff to secure venues, establish logistics, and schedule public community workshops.
- Coordinate with internal BMPO staff for publicity materials
  - Obtain approval from City Staff
  - Coordinate with internal web staff to upload information for public engagement to the project website.
- Coordinate with internal BMPO staff to schedule and assign MPO personnel to attend the public community meetings on an as-needed basis
- Prepare meeting graphics (sign-in sheets, signage, illustrative boards, maps) / Coordinate with internal BMPO staff for large aerials or plotter printing

Deliverables:

- *Documentation of site confirmation (submitted no later than twenty-one (21) calendar days prior to the meeting)*
- *Run of show (draft submitted ten (10) business days prior to the meeting; final submitted five (5) business days prior to the meeting)*
- *Meeting graphics (draft submitted for BMPO review fifteen (15) business days prior to the meeting; final print-ready files submitted seven (7) business days prior to the meeting)*
- *Event log (logged in the BMPO meeting log within three (3) business days following the meeting; cumulative event log submitted with each monthly invoice)*

Not to exceed 20 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 4: Public Meeting Support – provide services to facilitate a public meeting

- Provide up to five (5) staff members
- Attend Staff training and briefing
- Attend meeting
- Take and submit meeting photos
- Receive meeting comments
- Transcribe all comments received at the meeting, organize into Excel Spreadsheet based on location and general topics

Deliverables:

- *Digital photographs (submitted within one (1) business days following the meeting)*
- *Meeting comments (transcribed and organized in the BMPO specified Excel format and submitted within five (5) business days following the meeting)*
- *Event log (logged in the BMPO meeting log within three (3) business days following the meeting; cumulative event log submitted with each monthly invoice)*

Not to exceed 25 events for the entire period this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 5: Social Media

- Follow BMPO social media policy for project posts.
- Identify the platform(s) which will be most effective for the project.
- Develop engaging posts, review captions, and develop project related hashtags
- Schedule posts and cadence in alignment with the project schedule
- Review comments and relay information to Project Manager.
- Geographically boost posts
- Provide PM with metrics

Deliverables:

- *Calendar of posts (initial calendar submitted within fifteen (15) business days following written authorization of the campaign; updated calendar submitted five (5) business days prior to the start of each subsequent month)*
- *Metrics (submitted monthly by the tenth (10th) calendar day of the following month, and a cumulative summary within ten (10) business days following the close of the campaign)*
- *Documentation of comments (comments requiring a BMPO response relayed to the Project Manager within one (1) business day of posting; full comment log submitted monthly with the metrics report)*

Not to exceed 25 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 6: Survey – work with Project manager to develop digital and hardcopies of a survey which provides data to inform the project

- Design a survey using MPO preferred software.
- Work the BMPO Project Manager to ensure the survey provides feedback which meets the purpose and need of the planning project utilizing industry
- Translate the survey into another language based on the demographics of the audience.
- Unsure the survey is mobile-friendly
- Create a QR code for the survey
- Set a promotion schedule based on how long the survey will available and determine which mediums to use to distribute the survey, including:

- Email lists
- Social media (with a direct link or QR code)
- Flyers
- Newsletters

- Work with the BMPO Project Manager to determine how long the survey will be available.
- Provide the BMPO Project Manager with the raw data.

Deliverables:
- *Metrics (submitted within ten (10) business days following the close of the survey)*
- *Documentation of effort (promotion schedule, distribution methods, and translation documentation submitted within ten (10) business days following the close of the survey)*
- *Data in native format (native and raw data submitted within five (5) business days following the close of the survey; interim data provided within three (3) business days of a written request by the Project Manager)*

Not to exceed 10 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 7: Workshop – provide logistical services for MPO staff to host a public meeting, provide services to facilitate a public meeting

- Coordinate with municipal staff to secure venues, establish logistics, and schedule public community workshops.
- Coordinate with internal BMPO staff for publicity materials (digital flyers)
  - Obtain approval from City Staff
  - Coordinate with internal web staff to upload information for public engagement to the project website.
- Coordinate with internal BMPO staff to schedule and assign personnel to attend the public community meetings on an as-needed basis
- Prepare Meeting graphics (sign-in sheets, signage, illustrative boards, maps) / Coordinate with internal BMPO staff for large aerials or plotter printing
- Print materials for the workshop
- Hold training for internal BMPO staff
- Facilitate Community Meetings
- Take photos and create a SharePoint folder for meeting photos
- Create SharePoint folder for meeting comments
- Transcribe all comments received at the meeting, organize into Excel Spreadsheet based on location and general topics

Deliverables:
- *Documentation of site confirmation (submitted no later than twenty-one (21) calendar days prior to the workshop)*
- *Run of show (draft submitted ten (10) business days prior to the workshop; final submitted five (5) business days prior to the workshop)*
- *Meeting graphics (draft submitted for BMPO review fifteen (15) business days prior to the workshop; final print-ready files submitted seven (7) business days prior to the workshop)*
- *Sign-in sheets (prepare five (5) days prior to workshop and scanned originals submitted within five (5) business days following the workshop)*
- *Digital photographs (submitted within one (1) business day following the workshop)*
- *Meeting comments (transcribed and organized in the BMPO specified Excel format and submitted within ten (10) business days following the workshop)*

- *Event log (logged in the BMPO meeting log within three (3) business days following the workshop; cumulative event log submitted with each monthly invoice)*

Not to exceed 20 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Task 8: Virtual Public Meeting

- Coordinate with staff to secure virtual meeting space, establish logistics, and schedule.
- Coordinate with internal BMPO staff for publicity materials (digital flyers)
  - Obtain approval from City Staff
  - Coordinate with internal web staff to upload information for public engagement to the project website or equivalent.
- Coordinate with internal BMPO staff to schedule and assign personnel to attend the virtual meetings on an as-needed basis
- Prepare Meeting graphics
- Hold training for internal BMPO staff
- Take photos and create a SharePoint folder for meeting photos
- Create SharePoint folder for meeting comments
- Transcribe all comments received at the meeting, organize into Excel Spreadsheet based on location and general topics
- Provide attendance metrics.

Deliverables:

- *Run of show / agenda (draft submitted ten (10) business days prior to the meeting; final submitted five (5) business days prior to the meeting)*
- *Meeting graphics (draft a minimum of fourteen (14) business days and final files submitted seven (7) business days prior to the meeting)*
- *Attendance metrics (submitted within five (5) business days following the meeting)*
- *Digital photographs (screen captures submitted within two (2) business days following the meeting)*
- *Meeting comments (transcribed and organized in the BMPO specified Excel format and submitted within ten (10) business days following the meeting)*
- *Event log (logged in the BMPO meeting log within three (3) business days following the meeting; cumulative event log submitted with each monthly invoice)*

Not to exceed 10 events for the entire period of this TWO, cumulative across all assigned projects, unless increased by written authorization.

Direct Expenses

This scope includes all direct expenses that are clearly and exclusively attributable to the execution of the project. Direct expenses shall encompass costs such as materials, equipment rentals, registration costs, and any other expenditures that are necessary to complete the Scope of Services. All direct costs must be reasonable, properly documented, and incurred within the approved project timeline.

The Consultant shall ensure that all project deliverables, public outreach strategies adhere to Title VI of the Civil Rights Act of 1964 and Title II of the Americans with Disabilities Act (ADA). The Consultant is responsible for integrating non-discriminatory practices and full accessibility standards into the outreach process.

AGREEMENT NO. 26-04 TASK WORK ORDER NO. 9 BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES, INCORPORATED FOR PROJECT SUPPORT PUBLIC OUTREACH

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Work Order No.9 on the respective dates under each signature.

Cunningham Communications Consulting Company D/B/A The Brand Advocates, Incorporated

BY: _____

PRINT: _____

Title: _____

DATE: _____

Broward Metropolitan Planning Organization

Chair

BY: _____

PRINT: Yvette Colbourne

DATE: _____

Broward Metropolitan Planning Organization

Executive Director

BY: _____

PRINT: Gregory Stuart

DATE: _____

Broward Metropolitan Planning Organization

General Counsel

BY: _____

PRINT: Alan L. Gabriel

DATE: _____

Broward MPO
Metropolitan Planning Organization

Consent Item 2.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

REQUESTED ACTION:
MOTION TO APPROVE a Second Amendment to Agreement No. 21-01 Between Broward Metropolitan Planning Organization and Goodman Public Relations, Inc for Website Services in a Total Amount Not to Exceed $36,400

WHAT THIS ACTION ACCOMPLISHES:
Approval of this item will allow the MPO to extend the existing Agreement with Goodman Public Relations, Inc for a further six months to better align the term with the Organization's fiscal year and provide continued operations and maintenance of the MPO's website.

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.

As industry standards continued to evolve, further updates to the MPO's website were necessary. On October 30, 2025, a First Amendment (provided in Attachment 2) was approved by the MPO Executive Committee to 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 ensured visual consistency, improved content discoverability through advanced search functionality, and added interactive elements to better connect visitors with MPO programs and initiatives. The First Amendment provided these services at a cost not to exceed $98,527, bringing the total amount of the Agreement to $248,527.

To better align the Agreement term with the Organization's fiscal year and to provide continued operations and maintenance of the MPO's website, a Second Amendment is now being proposed that will extend the term for another six months at a cost not to exceed $36,400, bringing the total amount of the Agreement to $284,927. All other terms and conditions of the existing Agreement remain unchanged.

For the proposed Second Amendment to the Agreement for Website Services, please see Attachment 3. 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 Second Amendment to Agreement No. 21-01 with Goodman Public Relations, Inc for Website Services at a cost not to exceed $36,400, bringing the total amount of the Agreement to $284,927.

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

3. Second Amendment to Agreement No. 21-01 Between Broward Metropolitan Planning Organization and Goodman Public Relations, Inc for Website Services

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

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

This 4th day of November 2021.

By: _____
Frank C. Ortis, Chair

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:

By: William Smyth

Print Name: William F. Smyth

By: Jose C. Perez

Print Name: Jose C. Perez

GOODMAN PUBLIC RELATIONS, INC., a Florida corporation

By: M

Print Name: Michael Goodman

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

Task 5 – Training

5.1	Knowledge Center, videos & manual set up.	$ 0	$ 8,840	$ 8,840
5.2	Quarterly staff trainings, update knowledge center as needed. (1 hr. - Level 1, 1 hr. - Level 2) *Quarterly Cost will be $340*	$ 0	$ 6,800	$ 6800
	Totals	$ 0	$15,640	$15,640

Task 6- Website Hosting and Maintenance

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

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 sub-contractors.

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 will 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 eoohelp@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 sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; 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 30 day of October, 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

Bryan Caletka, Director of Transportation for Gregory Stuart

This 30 day of October, 2025

By: _____

Yvette Colbourne, Chair

This 30 day of October, 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:

By: _____

Print Name: DAVID GRIFFITHS

By: _____

Print Name: Fran Folic

GOODMAN PUBLIC RELATIONS, INC

By: _____

Name: Michael Goodman

Title: OWNER

Address: 1995 E Oakland Park Blvd.
Suite 100
Fort Lauderdale, FL. 33306

This 20 day of October, 2025

BrowardMPO.Org Website Enhancement Proposal 2025

Revised Scope

#	Scope Item	Description		Task Total
One-Time Project Costs				
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.)		incld
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 & Maintenaince 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

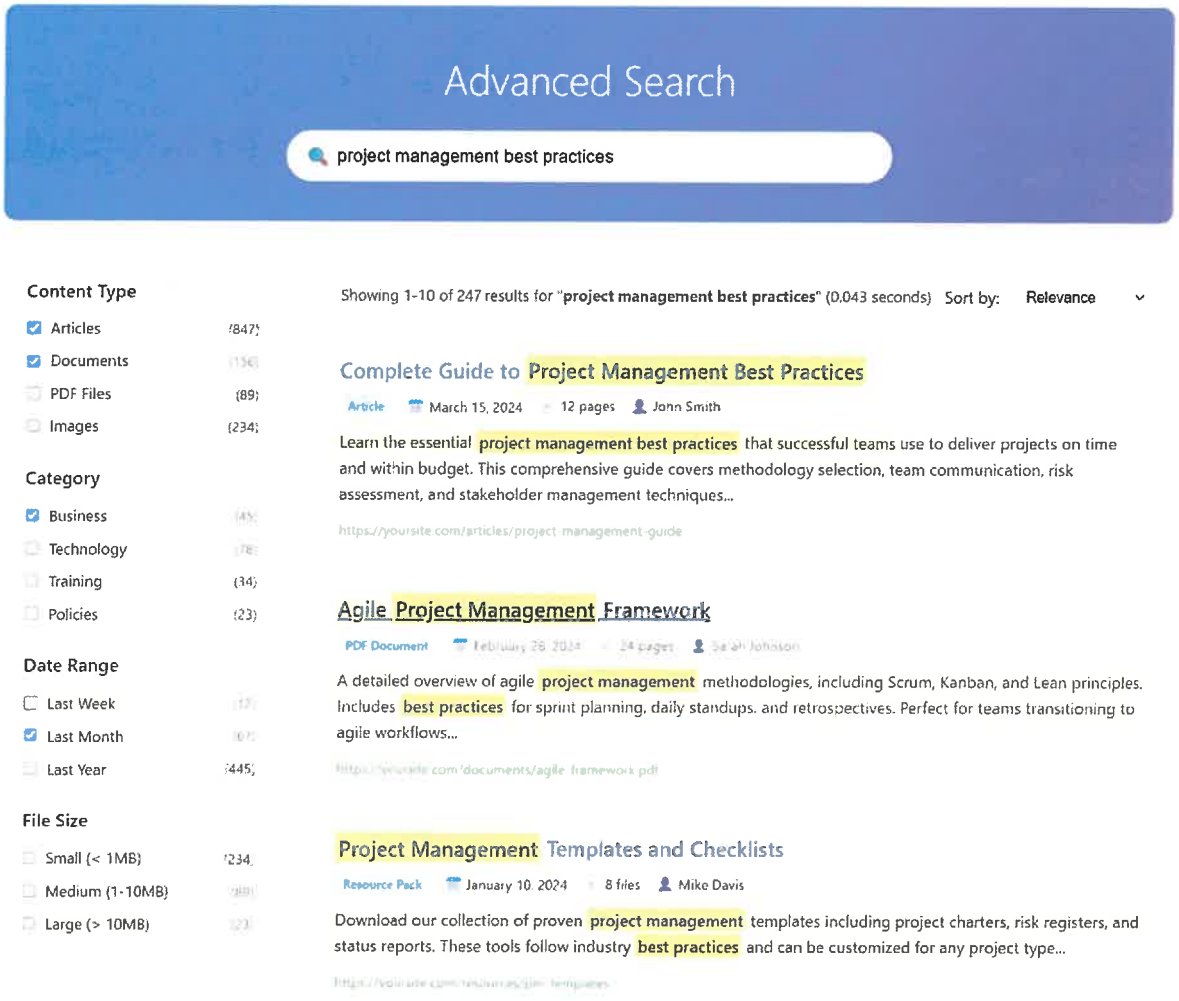
Create 10 program pages with provided content, visual assets, and cross-linking to related initiatives for better content organization.

- 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.



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**

SECOND AMENDMENT

TO

AGREEMENT NO. 21-01

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION

AND

GOODMAN PUBLIC RELATIONS, INC

FOR

WEBSITE SERVICES

This Second Amendment to the Agreement ("Second Amendment") is made and entered into the __ day of _____, 2026, 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 agreement through November 30, 2025**;** and,

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

WHEREAS, on October 30, 2025, the BMPO and CONTRACTOR entered into the First Amendment to the Agreement to amend the Scope of Services to add additional services for Tasks 1, 3, 5, 6 and 7 in the amount of **NINETY EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS ($98,527.00)** for a total not to exceed amount of **TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND NO/100 ($248,527.00)**; and,

WHEREAS, the BMPO and CONTRACTOR agree that additional time is required in order to perform the continuation of services, thus the parties now desire to amend the Term to allow for this additional time; and

WHEREAS, pursuant to Section 2, “Term”, of the Agreement, the parties may extend the Agreement by mutual consent for no more than six (6) months, prior to the expiration of the Term; and

WHEREAS, the continuation services by the CONTRACTOR require the BMPO to pay additional compensation in the not to exceed amount of **THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($36,400.00)** for a total not to exceed amount of **TWO HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS AND NO/100 ($284,927.00)**; and

WHEREAS BMPO and CONTRACTOR desire to enter into this Second Amendment whereby the duties and obligations of each party to the other are set forth herein. The Agreement, together with the First Amendment and this Second Amendment, shall hereinafter be referred to as the “Agreement, as amended.”

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 2, entitled “Term,” of the Agreement is hereby amended to extend the Term of the Agreement from November 30, 2026, for an additional six (6) months, thereby expiring on May 30, 2027, unless otherwise terminated earlier pursuant to Section4 of the Agreement, as amended.

3. Section 3, entitled "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 **THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($36,400.00)** pursuant to this Second Amendment. Pursuant to this Second Amendment, the total amount to be paid by BMPO to CONTRACTOR shall be a total amount, not to exceed **TWO HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS AND NO/100 ($284,927.00)** 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, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Second 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 authorized representative, attested to and duly authorized to execute same.

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____

Gregory Stuart, Executive Director

This ____ day of _____, 2026

By: _____

Yvette Colbourne, Chair

This ____ day of _____, 2026

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.

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

CONTRACTOR

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

GOODMAN PUBLIC RELATIONS, INC.

By: _____

Name:_____

Title: _____

Address: _____

_____

_____

This ____ day of _____, 2026

Dear Jose Vera, Paul Calvaresi, and the Broward MPO Team,

Goodman PR and Daruma Tech are pleased to present this proposal for a six-month extension of our current agreement to provide continued hosting, maintenance, administration, development, and technical support for the Broward MPO website and related systems.

The extension provides continuity of the services required to keep the website secure, reliable, current, and responsive to the MPO's ongoing needs. Services include **website hosting and administration, server, and technical maintenance, Elasticsearch maintenance, security monitoring, website backups and disaster recovery, website monitoring, bug fixes, error resolution, and emergency support**.

The engagement also provides ongoing development and design support, including **landing page creation, new webpage development, and other website enhancements as needed** during the extension period.

As part of this work, Goodman PR and Daruma Tech will also assist Broward MPO in continuing to improve the accessibility of its website and digital documents. This will include accessibility monitoring and reporting, enhancements to website and document workflows, and a **Detailed Accessibility Remediation Plan** that provides a prioritized and practical roadmap for addressing existing accessibility issues and improving the accessibility of future content.

This six-month extension is designed first and foremost to ensure the **continued operation, maintenance, security, and ongoing development of Broward MPO's website**, while also providing targeted enhancements that strengthen the platform and establish a practical path toward improved digital accessibility.

We appreciate the opportunity to continue our work with Broward MPO and look forward to supporting the organization during the next six months.

Sincerely,

Michael Goodman,
Goodman PR

BrowardMPO.Org Contract Extension

6-month extension		Contract End Date: 05/30/2027		
One-Time Project Costs				
#	Scope Item	Description		Task Total
1	Project Management	Admin	$	3,500.00
6.1	Website Storage - 6 months	N/A this is no longer needed	$	-
6.2a	Website Hosting	Includes hosting and maintenance costs for the current website - Browardmpo.org website.	$	3,500.00
6.2b		Additional Hosting & Maintenance for Search Server	$	5,400.00
7	Website Services	Ongoing website development, design, and technical support to maintain site performance, usability, accessibility, and long-term functionality. Includes page creation and updates, technical enhancements, document archiving and accessibility workflow improvements, ongoing WCAG monitoring, issue tracking and reporting, and remediation as needed. Also includes development of an ADA Compliance Blueprint and implementation and refinement of a Joomla-based accessibility page-checking tool.	$	20,000.00
		OPTIONAL; Emergency Support	$	4,000.00
		Total for BROWARD MPO CONTRACT EXTENSION	**$**	**36,400.00**

Broward MPO
Metropolitan Planning Organization

Action Item 1.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

REQUESTED ACTION:
MOTION TO APPROVE an Amendment to the Fiscal Year 2027–2031 Transportation Improvement Program:

FM# 2027002 - NE 3rd Avenue from NE 48th Street to Sample Road

WHAT THIS ACTION ACCOMPLISHES:
Approval of the proposed Transportation Improvement Program (TIP) Amendment will add one project to the fiscal year (FY) 2027–2031 TIP. No other projects in the TIP will be affected by the proposed Amendment.

SUMMARY EXPLANATION/BACKGROUND:
The City of Deerfield Beach is requesting approval to add one project to the FY 2027-2031 TIP. The specifics of the project are outlined below:

FM# 2027002 NE 3rd Avenue from NE 48th Street to Sample Road — The City of Deerfield Beach was awarded Safe Streets and Roads for All implementation grant funding for the implementation of Northeast 3rd Avenue from Northeast 48th Street to Sample Road, an approximately 0.7-mile corridor improvement project identified in the Broward MPO's Complete Streets Master Plan and High Injury Network. The corridor experienced 496 crashes over a five-year period, resulting in 117 injuries and three fatalities.

The project proposes permanent multimodal and safety improvements such as high-visibility crosswalks, intersection treatments, curb and sidewalk extensions, mid-block crossings, protected bicycle facilities, educational signage, and the repurposing of vehicular travel lanes. A pilot of the improvements was implemented in December 2021 as the inaugural B-Tactical quick-build project, utilizing low-cost materials to test the proposed multimodal enhancements.

The City has secured grant funding to advance the project through engineering, design, and construction. To demonstrate planning consistency and meet the grant requirements, the project must be incorporated into the FY 2027–2031 TIP. The proposed Amendment will establish the project in the TIP and demonstrate planning consistency of the awarded grant funds in the appropriate fiscal year(s) and project phase(s), including any applicable local match.

For Amendment details, please see the Attachment or visit **https://browardmpo.org/core-products/transportation-improvement-program-tip**. No other projects in the TIP will be affected by the proposed Amendment.

MPO STAFF RECOMMENDATION(S):
MPO staff recommends ***approval*** of the proposed TIP Amendment. No other projects in the TIP will be affected by the proposed Amendment.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Jihong Chen at (954) 876-0066 or **chenj@browardmpo.org**.

Attachments

NE 3rd Avenue from NE 48th Street to Sample Road - TIP Amendment Request

Deerfield Beach
Florida

September 28, 2026

Greg Stuart
Executive Director
Broward Metropolitan Planning Organization
Trade Center South
100 West Cypress Creek Road
6th Floor, Suite 650fp
Fort Lauderdale, FL 33309

Dear Mr. Stuart,

Please accept this formal request for an amendment to the FY2027-2031 Transportation Improvement Program (TIP) to include the project NE 3rd Avenue from NE 48th Street to Sample Road. The approximately 0.7-mile project was identified in the Broward Complete Streets Master Plan and High Injury Network, with 496 crashes, 117 injuries, and 3 fatalities recorded over five years. A 30% conceptual design was developed to incorporate high-visibility crosswalks, intersection treatments, curb and sidewalk extensions, mid-block crossings, protected bike lanes, educational signage, and repurposed travel lanes. A pilot was implemented in December 2021 as the inaugural B-Tactical quick-build project, using low-cost materials to test multimodal improvements. The City has since secured funding to complete the engineering and design and construct the permanent corridor improvements. The funding year for this project is Federal Fiscal Year 2024. A resolution which recognizes the funds is included for reference.

The grant specific details are as follows:
• Type of Grant – Safe Streets for All (SS4A)
• Year of Grant Award – FFY 2024
• Amount of Grant - $3,617,600
• Local Grant Match - $904,400
• Scope of Work- High-visibility crosswalks, intersection treatments, curb and sidewalk extensions, mid-block crossings, protected bike lanes, educational signage, and the repurposing of vehicular travel lanes.

Thank you for your assistance in this important effort. The addition of this project to the TIP allows us to show coordination and consistency in the local planning process.

If you have any questions or need additional information, please contact me at yconcepcion@deerfieldbeachfl.gov

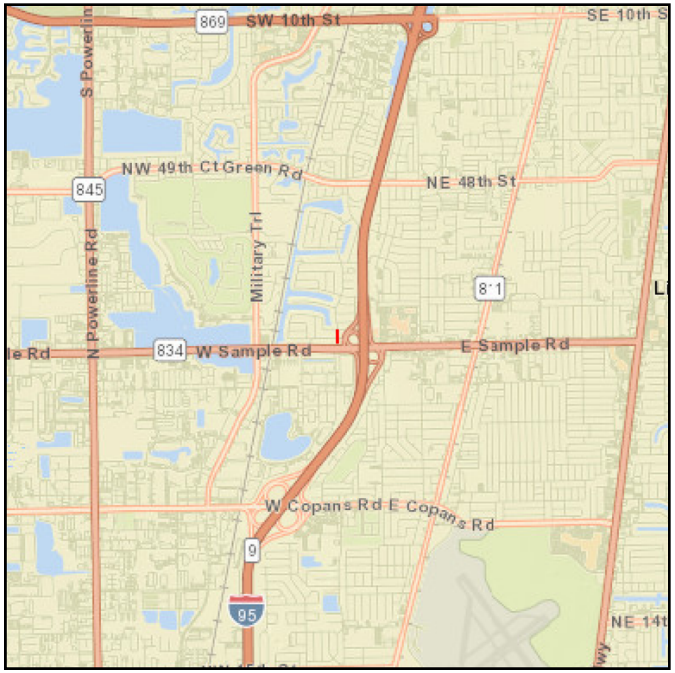
Cordially,

Josef Farbiarz
Assistant Director

CC: Josef Farbiarz, City Engineer
Wallace Perkins, Capital Projects Manager

2027002 - NE 3rd Avenue from NE 48th Street to Sample Road

Non-SIS



Type of Work: SAFETY PROJECT

Length: 0.7

Lead Agency: MANAGED BY CITY OF DEERFIELD BEACH

MTP ID/Pg.: PG278

Phase	Fund Source	2027	2028	2029	2030	2031	Total
PE	LF	362,500	0	0	0	0	362,500
PE	SS4A	1,450,000	0	0	0	0	1,450,000
CST	LF	0	541,900	0	0	0	541,900
CST	SS4A	0	2,167,600	0	0	0	2,167,600
Total		**1,812,500**	**2,709,500**	**0**	**0**	**0**	**4,522,000**

Prior Cost <2027: 0

Future Cost >2031: 0

Total Project Cost: 4,522,000

Project Description: Safe Streets for All Implementation Grant. High-visibility crosswalks, intersection treatments, curb and sidewalk extensions, midblock crossings, protected bike lanes, educational signage, and the repurposing of vehicular travel lanes.

Metropolitan Planning Organization

Action Item 2.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

REQUESTED ACTION:
MOTION TO APPROVE an Employment Agreement by and Between Bryan Caletka and the Broward Metropolitan Planning Organization

WHAT THIS ACTION ACCOMPLISHES:
Approval of this item will solidify the Agreement with Bryan Caletka as the MPO's new Executive Director and recategorize Gregory Stuart as Executive Director Emeritus.

SUMMARY EXPLANATION/BACKGROUND:
According to section 9.01 of the Rules of the Broward MPO, "The Board shall appoint and hire the Executive Director." To that end, during the last MPO Board meeting on September 10, 2026, the Board discussed and ultimately authorized the appointment of Bryan Caletka as the next MPO Executive Director and the Chair entered into negotiations with Mr. Caletka shortly thereafter to work out the terms of an employment agreement.

As part of the negotiated Agreement, Mr. Caletka did not request a pay increase; his salary remains the same. Mr. Caletka is the second highest paid employee at the Organization. When Mr. Stuart retires, Mr. Caletka will be the highest paid employee. The only benefit that this Agreement provides to Mr. Caletka is a monthly cell phone stipend of $125/month. Upon approval of the Agreement with Mr. Caletka, Mr. Stuart will be redesignated as Executive Director Emeritus and serve as a senior advisor to Mr. Caletka for a minimum of six months.

For the proposed Employment Agreement with Mr. Caletka, please see the Attachment. Questions and comments will be addressed at the meeting.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or **caletkab@browardmpo.org**.

Attachments
Employment Agreement by and Between Bryan Caletka and the Broward Metropolitan Planning Organization

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EMPLOYMENT AGREEMENT

BY AND BETWEEN

BRYAN CALETKA

AND THE

BROWARD METROPOLITAN PLANNING ORGANIZATION

THIS EMPLOYMENT AGREEMENT, ("Agreement") made and entered into on the _____ day of _____, 2026, by and between BRYAN CALETKA, hereinafter called the ("Employee") and the BROWARD METROPOLITAN PLANNING ORGANIZATION (hereinafter called the "BMPO").

WITNESSETH

The BMPO, an agency created pursuant to federal and state law, has determined to hire Employee as its Executive Director, and the Employee wishes to accept employment as the Executive Director of the BMPO under the terms and conditions set forth herein. The BMPO and Employee desire to provide for certain procedures and requirements regarding the employment of Employee by the BMPO.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the BMPO and Employee agree to the following:

SECTION 1. DUTIES

1.1 BMPO agrees to employ Employee as Executive Director of the BMPO to perform the duties and exercise the powers as provided by federal and state law, the BMPO Rules and Policies, and to perform such other legally permissible and proper duties and functions as assigned by the BMPO Board from time to time.

1.2 As Executive Director, Employee shall carry out the duties and responsibilities of the position. In addition, Employee shall perform, on behalf of the BMPO, such other duties customary to his position as may be set forth in the Rules of the BMPO or as may be reasonably designated by the BMPO Board and/or its Chairperson (provided that the Chairperson notifies the BMPO Board of such other duties after such duties are designated) from time to time.

1.3 Employee agrees to remain in the exclusive employ of the BMPO and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this

Agreement. Employee may, however, engage in educational and professional activities upon receipt of approval by the BMPO Board and/or its Chairperson. The Employee shall accept no other employment during his employment with the BMPO unless agreed to by the BMPO Board and/or its Chairperson (provided that the Chairperson notifies the BMPO Board of such other duties after such duties are designated).

SECTION 2. COMMENCEMENT

2.1 This Agreement shall commence on _____, and continue for a period of five (5) years, unless terminated as provided in this Agreement. Employee shall be present and available to perform the duties and functions of BMPO Executive Director on a full-time basis no later than_____. In the event that Employee's employment with the BMPO terminates as a result of the expiration of the term of this Agreement, Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to payment for accrued Paid Time Off ("PTO") in accordance with BMPO policies which are applicable to its non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO.

2.2 Subsequent to the initial five (5) year employment period as referenced above in Sub-section 2.1, this Agreement shall automatically renew for additional two (2) year extension periods, unless either the BMPO or Employee provides the other party with no less than 45 days prior written notice of its desire not to further extend this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement as further provided in this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the BMPO Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. TERMINATION BY BMPO AND SEVERANCE PAY

3.1 In the event Employee is terminated by the BMPO Board prior to the end of this Agreement as set forth in Section 2.1 above, at such time that Employee is ready, willing, and able to perform his duties under this Agreement, the BMPO agrees to provide Employee with a lump sum cash payment equal to twelve (12) weeks of his then base salary, less federal and state withholding (the "Severance Pay"). In such event, the Employee shall also receive payment for any and all accrued PTO calculated at the rate of pay in effect upon termination in accordance with BMPO policies which are applicable to its non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO. Severance Pay (and pay for accrued PTO) shall be paid within thirty (30) working days of termination. Provided that Subsection 3.2 is not applicable, the BMPO shall continue to offer access to medical

coverage for Employee for six (6) months following the date of termination, in the same manner and basis as Employee is receiving at the time of termination pursuant to Subsection 5.3 below. After the payments and continued medical coverage, which are described above are made, the BMPO shall have no further financial obligation to the Employee.

3.2 In the event Employee is terminated because of a determination of conduct unbecoming a public official, including, but not limited to criminal conduct, or in the event Employee is terminated for "misconduct" as this term is defined in Sec. 443.036(29), Florida Statutes, the BMPO shall not pay the Severance Pay designated in Subsection 3.1 above. If Employee's employment is terminated pursuant to this Subsection 3.2, then the BMPO shall pay to Employee within thirty (30) working days of his termination only accrued PTO due to the Employee as of the date of termination in accordance with BMPO policies which are applicable to non-bargaining unit employees. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO. After the payment described in the immediately preceding sentence, the BMPO shall have no further financial obligation to Employee pursuant to this Agreement.

3.3 Should Employee be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) successive weeks beyond any accrued leave, the BMPO Board shall have the right to terminate this Agreement subject to the long-term disability benefits Employee may be entitled to based on BMPO Policy in effect at that time.

SECTION 4. TERMINATION BY EMPLOYEE

4.1 In the event that Employee voluntarily resigns his position, Employee shall give the BMPO at least sixty (60) days' written notice prior to the effective date of such resignation. Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to payment within thirty (30) working days of the effective date of his resignation for accrued PTO in accordance with BMPO policies which are applicable to non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO.

4.2 Upon notice of resignation, at the option of the BMPO Board, it may require Employee to immediately vacate his position and relinquish all emoluments of employment with the exception of his salary for said sixty (60) day period, or any portion thereof, and accrued PTO to date of resignation not to exceed 480 hours. Employee shall not be entitled to receive Severance Pay if required to vacate the position upon notice of resignation.

SECTION 5. COMPENSATION

5.1 The initial annual salary of Employee shall be TWO HUNDRED NINETY-SEVEN THOUSAND DOLLARS ($297,000.00) per year, which shall be payable in installments at the same time as other employees of the BMPO are paid.

5.2 Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit BMPO employees, as granted from and after the effective date of this Agreement.

5.3 BMPO agrees to provide to Employee a benefit plan which includes health insurance, disability insurance, dental insurance and life insurance, etc. which shall be in the same manner as provided to other non-bargaining unit BMPO employees. Said payment shall also be in installments at the same time as payments of the annual base salary. Such additional payment is not intended to be in lieu of workers' compensation, social security or unemployment compensation requirements of the BMPO.

5.4 In addition to salary increases granted pursuant to Subsection 5.2, the BMPO may evaluate the performance of the Employee to determine any modification to annual salary and/or benefits at least once annually, pursuant to the terms of Section 6 of this Agreement. Any such additional modification to said annual salary and/or benefits shall be based upon the results of the performance evaluation and other facts and shall be at the BMPO's discretion.

SECTION 6. PERFORMANCE EVALUATION

6.1 The BMPO Board may review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with any specific criteria developed jointly by the BMPO Board or the appropriate committee thereof and Employee. Said criteria may be added to or deleted from as the BMPO Board may from time to time determine, in consultation with the Employee.

6.2 The BMPO Board and Employee may define such goals and performance objectives which they determine are necessary for the proper operation of the BMPO Executive Director's Office and in attainment of the BMPO Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing, The goals shall be attainable within the time limitations as specified and the appropriations provided.

6.3 In effecting the provisions of this Section, the BMPO Board and Employee mutually agree to abide by the provisions of applicable law.

SECTION 7. HOURS OF WORK

7.1 Employee agrees to remain in the exclusive employ of the BMPO and shall not accept any other employment during the term of this Agreement. This shall not preclude the Employee from engaging in part-time, weekend or vacation time activities, which do not interfere with the performance of his services to the BMPO, and in engaging in part-time consulting services for other persons, or entities, if the performance of such services is first approved by the Chairperson of the BMPO Board. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform his duties and responsibilities as BMPO Executive Director under this Agreement.

7.2 It is recognized that the Employee must devote a great deal of time outside normal office hours to the business of the BMPO and, in recognition of that fact, the Employee's hours will be flexible within reasonable bounds.

SECTION 8. CELLULAR PHONE ALLOWANCE AND REIMBURSABLE EXPENSES

8.1 As the BMPO's Executive Director, the Employee shall be entitled to reimbursement for use of Employee's personal cellular phone for BMPO business in an amount not to exceed One Hundred Twenty-Five Dollars ($125.00) per month.

8.2 The BMPO will reimburse the Executive Director for expenses reasonably incurred by him for travel, lodging, meals, entertainment, and out of pocket expenses in connection with BMPO business, subject to compliance with the policies and guidelines of BMPO, federal and state law, including requirements relating to documentation.

SECTION 9. INDEMNIFICATION

9.1 BMPO shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of duties as BMPO Executive Director. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement.

SECTION 10. PERSONAL LEAVE

10.1 Employee shall be entitled to Paid Time Off in the same manner and subject to the same rules as provided to other non-bargaining unit BMPO employees in accordance with the BMPO Personnel Manual. Employee shall not use more than two consecutive weeks of Paid Time Off without prior approval of the Chairperson of the BMPO Board. Employee shall be

entitled to a payout of his accrued but unused Paid Time Off upon his termination of employment in accordance with Sections 3 and 4 of this Agreement.

SECTION 11. PROFESSIONAL DEVELOPMENT

11.1 Subject to BMPO policy and state law, the BMPO agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation as a member in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the BMPO.

11.2 Subject to BMPO policy, federal and state law, the BMPO agrees to pay the travel and subsistence expenses of Employee for travel to local, state, and national annual conferences.

11.3 BMPO shall pay Employee's membership for professional organizations, with each membership being subject to annual BMPO budget requirements, including;

(a) American Planning Organization;
(b) Transportation Research Board; and
(c) Membership in other entities as approved by the Chairperson of the BMPO Board.

SECTION 12. PENSION PLAN

12.1 Employee shall be a member of the Florida Retirement System ("FRS") and shall be entitled to participate in FRS in the same manner and subject to the same rules as provided to other non-bargaining unit BMPO employees in accordance with the BMPO Personnel Manual.

SECTION 13. NOTICE

13.1 Notices pursuant to this Agreement shall be given by Certified Mail, return receipt requested, through United States Postal Service delivery, addressed as follows:

For BMPO:

Broward Metropolitan Planning Organization
100 W Cypress Creek Road, Suite #650
Fort Lauderdale, FL 33309

With a copy to:

Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole & Bierman, PL
2255 Glades Road, Suite #200E
Boca Raton, Florida 33431

Employee: Bryan Caletka
3860 SW 60th Avenue
Davie, FL 33314

Such addresses may be changed by either respective party at any time by giving thirty (30) days prior written notice as herein provided.

SECTION 14. RULES OF CONDUCT

14.1 The Executive Director shall be governed by the rules of conduct, policies and directives from time to time adopted by the BMPO on the same basis as other BMPO employees.

SECTION 15. DEATH

15.1 Upon the Employee's death, BMPO's obligations shall be the same as provided to other non-bargaining unit BMPO employees in accordance with the BMPO Personnel Manual.

SECTION 16. OTHER TERMS AND CONDITIONS

16.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

16.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.3 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

16.4 This Agreement shall be governed by Florida law, and any dispute, claim or controversy which may arise from this Agreement, the employment relationship between the Employee and the BMPO, and/or the termination of such relationship shall be resolved through binding arbitration in Broward County, Florida. Arbitration under this provision shall be

conducted by a single arbitrator in accordance with the then current rules for resolution of employment disputes of the Federal Mediation and Conciliation Service.

16.5 In any dispute which may arise from this Agreement, the employment relationship between the Employee and the BMPO, and/or the termination of such relationship, the prevailing party shall be entitled to recover its/his reasonable attorneys' fees and arbitration costs.

16.6 This Agreement supersedes and replaces any prior employment agreement or any understanding of employment terms between the parties.

16.7 Any calculations or computations required herein shall be made by the BMPO Executive Director or his/her designee.

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Yvette Colbourne, Chairperson

_____ day of _____, 2026

Approved as to form and legal sufficiency for the use of and reliance by the BMPO only:

By: _____
Alan L. Gabriel, Esq.
Weiss Serota Helfman Cole + Bierman, PL

EMPLOYEE

BRYAN CALETKA

WITNESSES:

_____ _____

_____ Date: _____
Print Name

_____

_____
Print Name

Broward MPO
Metropolitan Planning Organization

Regular Item 11.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

SUMMARY:
General Counsel's Report

Attachments

General Counsel's Report

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: **Broward MPO Board**

From: **Alan L. Gabriel, General Counsel**

Date: **September 28, 2026**

Re: **Matter Review Report**
For October 8th, 2026 Meeting

During the period commencing from August 26th, 2026, through October 8th, 2026, the General Counsel's Office has participated in or has been working on the following matters:

Meeting Participation

- August 10th, 2026 Board Meeting
- August 10th, 2026 Executive Committee Meeting
- Agenda Review Meeting(s)

Inquiries / General Matters

- BMPO Succession Plan
- Executive Director Transition
- FTA Certification and Assurances Review
- Trams Login, Etc.
- Building / Lease Area Flood Damage / Repair
    - Estoppel Certificate Request
- Sunshine / Public Records Request(s)
- Public Records Request Re Complete Streets Program
- Ethics Rules Amendments
- Member/Staff Conflict Regulations
- Board Seating Chart and Attendance List

MTECC

- Miscellaneous Inquiries

Procurement Matters / Agreements

- Federal Railroad Administration (FRA) Rail Crossing Grant
- Intergovernmental Coord. and Public Transp. Collaboration (ICAR) Agreement
- GPC Task Work Order No. 8, Event Management Support
- GPC Task Work Order No. 14, Amendment No. 1
- GPC Consultant Services Agreements
    - Revised Scope for Amendment No. 1 Goodman Agreement

- FDOT / BMPO Delegation of Authority Amendment
- Agreement 26-04, Amendment No. 1 To Task Work Order #2
- Strategic Partnership Plan Agreement
- Transportation Planning Interlocal Agreement
- Government Public Involvement Task Work Order No. 5
- RFQ 27-04 General Planning Consulting Services
- C Freight Support Amendment No. 1 To Task Work Order No. 12
- Safe Streets For Broward Oversight Committee –Revised By Laws
- Citywide Master Plans Amendment No. 1
- Amendment No. 1, Task Work Order Planning and Engineering Assistance No. 14
- Destiny Software Agreement
- NeoGov Human Resources Software Agreement
- MPOAC Freight Addendum
- MPOAC Amendment No. 1 To Task Work Order No. 12
- Citywide Master Plans Amendment No. 1
- Wells Fargo Banking Services Agreement
- Destiny Software Agenda Minutes Agreement
- Granicus Video Streaming Agreement
- Intent Digital Boardroom Voting System Agreement
- Advance Payment Refund Provision
- Task Work Order No. 8 Event Management Support
- Strategy Partnership Plan Agreement
- Morton's Steak House Contract Documents
- Executive Director Employment Agreement
- Wells Fargo Bank Services Agreement
- Prioritization Process Pilot Program RFQ No. 27-05

Human Resources Matters

- Miscellaneous Employee Matters
- Personnel Manual Review
    - Retention Policy
    - Human Resource Policy
- Henderson v BMPO

Broward MPO
Metropolitan Planning Organization

Non-Action Item 1.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

2050 Metropolitan Transportation Plan Amendment Requests
A. Florida Department of Transportation District 4
B. Broward Safety Action Plan

SUMMARY EXPLANATION/BACKGROUND:
On June 11, 2020, the Broward MPO Board established an annual Metropolitan Transportation Plan (MTP) amendment cycle including an annual deadline for written amendment requests from partner agencies (November 10). As part of the annual MTP amendment cycle, MPO staff developed a four-step process to facilitate the review and processing of amendment requests:

Annual MTP Amendment Process

Action	Timeframe
Step 1: Meet with MPO staff to review the proposed MTP amendment(s) request	May - July 2026
Step 2: Present proposed MTP amendment(s) to Technical Advisory Committee/Citizens' Advisory Committee and MPO Board	August - October 2026
Step 3: Submit formal MTP amendment request letter	November 10, 2026
Step 4: MPO staff review and final MPO Board approval	November 10, 2026 - February 2027

Per the Annual MTP Amendment Process shown above, two agencies met with MPO staff and discussed proposed MTP amendments (Step 1). Ultimately, one agency was able to continue to Step 2 of the process where the Amendment requests will be presented to the MPO's advisory committees and Board: the Florida Department of Transportation (FDOT) District Four. FDOT District Four requested four amendments to the 2050 MTP, and the Broward Safety Action Plan (BSAP) study led by the MPO through a Safe Street and Roads for All (SS4A) Grant requested one corridor for consideration as an Amendment to the 2050 MTP, subject to obtaining a resolution of support and financial feasibility. Below is a listing of the requested Amendments by agency:

FDOT Amendment Requests

FM#	Project Description	Reason for Amendment	Amendment Sponsor
4080462	SR-820/PINES BLVD at SR-823/FLAMINGO RD	Project Scope Change	FDOT
4531541	SR-7/US-441 @ SR-816/OAKLAND PARK BLVD CENTER TURN OVERPASS	Project Scope Change	FDOT
4463801	SR-7/US-441 @ SR-870/COMMERCIAL BLVD	Project Scope Change	FDOT
4355131	SR-9/I-95 @ SR-842/BROWARD BLVD	Project Scope Change	FDOT

BSAP/SS4A Amendment Requests

BSAP Corridor	Limits	Municipality
East Broward Boulevard	from I-95 to Florida East Coast Railway tracks (Northwest 1st Avenue)	Fort Lauderdale

A presentation (provided in the Attachment) listing all the requested Amendments will be provided at the meeting to ensure that the MPO's advisory committees and MPO Board are given the opportunity to comment and provide feedback on the requested Amendments. Following this presentation, partner agencies can formally submit their request for Amendments to the MPO by November 10, 2026 (Step 3) and MPO staff will review and process these Amendments for final MPO Board adoption in February 2027 (Step 4).

MPO and FDOT staff will be available at the upcoming meeting to answer any questions or comments related to the proposed MTP Amendment requests.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Paul Flavien at (954) 876-0045 or flavienp@browardmpo.org.

Attachments

2050 MTP Amendment Requests - PowerPoint Presentation

A Broward MPO Core Product



2050 MTP Amendment Requests

A. FDOT Amendment Requests
B. Broward Safety Action Plan (BSAP) Amendment Requests

TAC/CAC: September 23, 2026
Board: October 8, 2026

Core Products

Core Products

Internal Operations	Project Programming
UPWP Unified Planning Work Program (Agency Budget Guide)	**MTP** Metropolitan Transportation Plan (Project Identification)
SBP Strategic Business Plan (Agency Operations Guide)	**LOPP** List of Priority Projects (Project Prioritization)
PPP Public Participation Plan (Agency Outreach Guide)	**TIP** Transportation Improvement Program (Project Funding)

A. FDOT Amendment Requests

Project Development Policy
2050 MTP Amendment Requests

Cesar Martinez, P.E.
District Planning and Environmental Administrator

Project Development Policy Background

- **HB 7031 – Reduced cap on Documentary Stamp Tax proceeds to the State Transportation Trust Fund (STTF)**
- **2025 Florida Statute, Chapter 334.63**
- **Higher emphasis on feasibility studies**
- **Projected funding for all phases from multiple sources**
  - 8-year clock

PROJECT DEVELOPMENT POLICY

It is the policy of the Department that project development phases of a transportation project, including preliminary engineering, project development and environment (PD&E), and design, result in timely project delivery. Upon completion of a feasibility assessment with implementation recommendations, the Department will program and fund preliminary engineering, PD&E, and design phases of transportation projects with the requirement that projected funding is available and programmed for construction within eight (8) years from the start of the PD&E phase.

How can we meet the policy?

- **Strategic Intermodal System program is a 10-year program**
  - District staff is currently reassessing project scopes and costs, and priorities
  - PD&E contracts transitioning to feasibility studies with short-term improvements in mind
- **MPO Priorities**
  - MPOs to show construction phase in the Cost Feasible Plan in a time band within 8-years of the PD&E phase

Highway Improvements	5-year Work Program					2050 Cost Feasible Plan		
	2026	2027	2028	2029	2030	2030/31-2034/35	2035/36-2039/40	2040/41-2049/50
Project Name & Limits	PD&E		PE		ROW	CONST.		
Project Name & Limits			PD&E		PE	ROW/CONST.		
Project Name & Limits					PD&E	PE/ROW	CONST.	

2050 MTP Amendment Requests:

Change description: from Center Turn Overpass (CTO)/Grade Separation to Intersection Improvements

- **S.R. 820/Pines Boulevard at Flamingo Road (City of Pembroke Pines)**
  - Evaluate at-grade improvements - Displaced Left Turns Concept (City Resolution-Received)
- **S.R. 7 at Oakland Park Boulevard (City of Lauderdale Lakes)**
  - Evaluate at-grade improvements (City Resolution-Pending)
- **S.R. 7 at Commercial Boulevard (City of Tamarac)**
  - Evaluate at-grade improvements (City Resolution-Pending)

2050 MTP Potential Amendment Requests:

Advancement of the Strategic Intermodal System (SIS) Interchange Modification Projects

- **I-95 at Broward Boulevard Interchange**
  - PD&E study completed in 2019
  - Design on-going, construction unfunded
  - Potential construction year FY 2031
    - Scope Revision – Diverging Diamond Interchange

- **I-95 at Commercial Boulevard and Cypress Creek Road Interchanges**
  - PD&E study completed in 2019
  - Design on-going
  - Construction potential advancement from FY 2034 to FY 2028

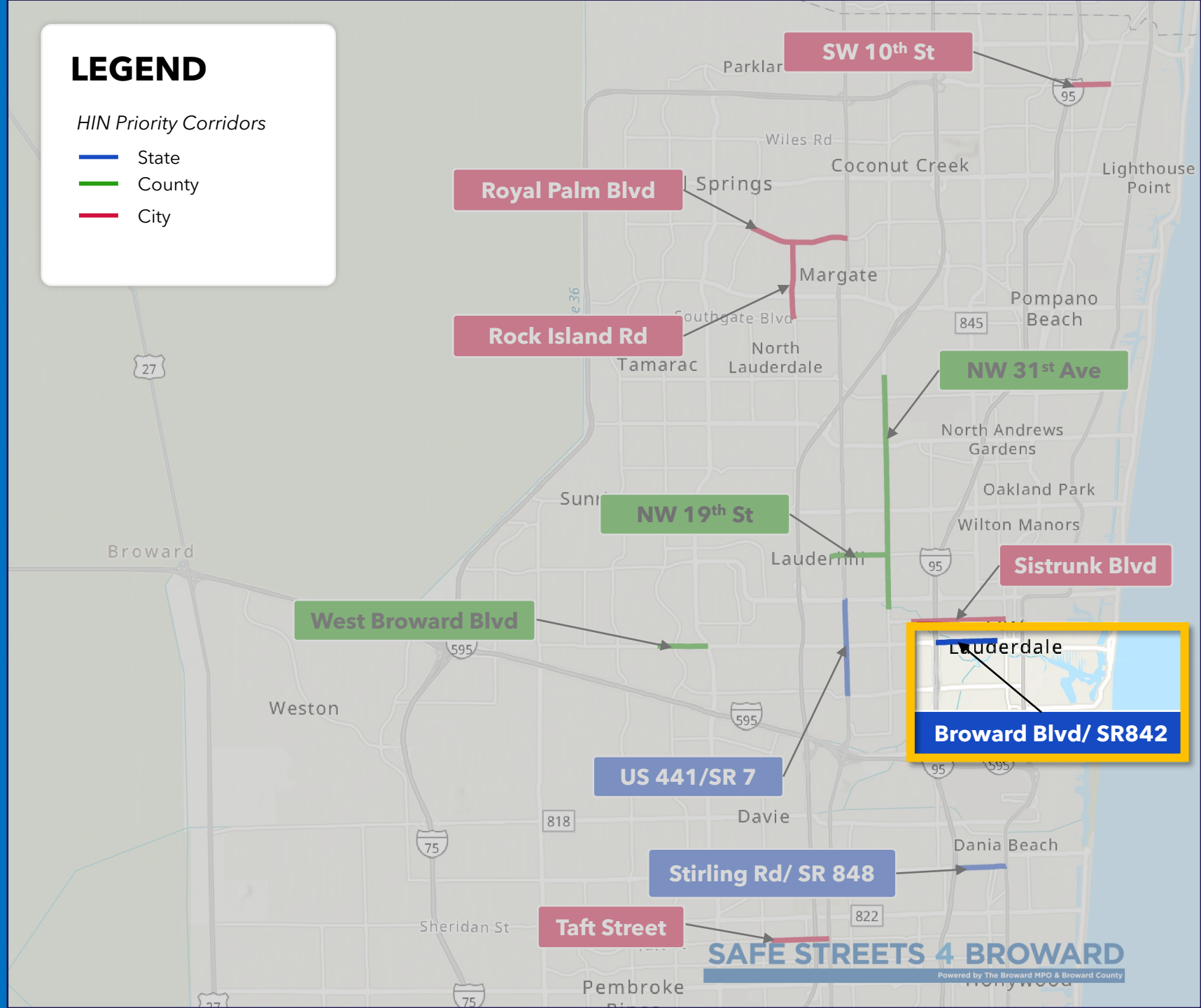
B. BSAP Amendment Requests

11
CORRIDORS

OVER 20
TOTAL MILES

10%
TOTAL KSIs

SAFE STREETS 4 BROWARD
Powered by The Broward MPO & Broward County



SAFE STREETS 4 BROWARD
Powered by The Broward MPO & Broward County

BSAP Amendment Requests

BSAP Corridor	Limits	Municipality
East Broward Boulevard	from I-95 to FEC Tracks	Fort Lauderdale

To watch video presentation of corridor projects: YouTube BSAP East Broward Boulevard

Next Steps

- **Submit formal MTP amendment request letter to MPO by Nov. 10, 2025**
- **MPO staff review and process MTP amendments for final Board approval in February 2027**



Contact

Paul Flavien

Data Manager

flavienp@browardmpo.org



Broward MPO
Metropolitan Planning Organization

Non-Action Item 2.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

Broward Safety Action Plan 2025 Safety Snapshot

SUMMARY EXPLANATION/BACKGROUND:
In 2021, the Infrastructure Investment and Jobs Act (also referred to as the Bipartisan Infrastructure Law) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program and appropriated funds from the United States Department of Transportation to implement the Program. The funds provide Federal financial assistance to support local initiatives that prevent deaths and serious injury on roads and streets. The Broward MPO and Broward County Government jointly applied for the SS4A Grant and received a $5 million award to develop the Broward Safety Action Plan (BSAP).

On February 12, 2026, the Broward MPO Board approved the BSAP Technical Report. This action helped fulfill the conditions of the Grant agreement, including the creation of an annual report to be shared with the Federal funding partners. The annual Safety Snapshot is the mechanism for the annual reporting.

At the upcoming meeting, MPO staff will present the 2025 Safety Snapshot and request comments on the report from now until October 30, 2026. In addition, MPO staff is requesting updates on safety-related achievements or initiatives that local agencies in Broward have undertaken in 2026 to add to the progress report portion of the Safety Snapshot. The Safe Streets 4 Broward Oversight Committee will then formally review and approve the final version of the Safety Snapshot at their November 18, 2026 meeting.

For the 2025 Safety Snapshot, please see the Attachment. Questions and comments will be addressed at the upcoming meeting.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact James Cromar at (954) 876-0038 or **cromarj@browardmpo.org**.

Attachments

Annual Safety Snapshot 2025

Overview:

The Broward Safety Action Plan (BSAP) Safety Snapshot provides annual performance metrics upon which our progress towards achieving zero traffic fatalities and serious injuries in Broward County is measured.

Crash metrics utilize data from Signal Four Analytics for all crashes in Broward County. Rail crash data is from the Federal Rail Administration. **BSAP analysis excludes limited access roadways (I-95, I-595, I-75, Florida Turnpike, and Sawgrass Expressway) and private roads/parking lots.**

In this report, the terms "deadly", “fatal” and “killed” are used interchangeably. Both refer to the same outcome and should not be interpreted as separate or distinct measures. All stats on Annual Safety Snapshot are for **Killed and Serious Injury (KSI)** crashes unless otherwise noted.

Compiling the data for this report requires close coordination among the Broward MPO, Broward County, each of the cities within Broward County, and FDOT in collaboration with the BSAP Oversight Committee.

Additional information regarding crash metrics can be found on the Safety Dashboard at www.safestreets4broward.org

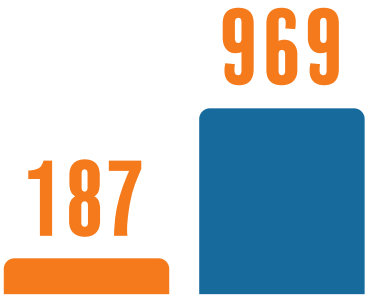
All stats on Annual Safety Snapshot are for 2024 KSI crashes unless otherwise noted.
For more information, please refer to the BSAP Technical Report (pages 2-3) HERE.

ANNUAL SAFETY SNAPSHOT 2025

Broward MPO Metropolitan Planning Organization | BROWARD COUNTY FLORIDA | SAFE STREETS 4 BROWARD Powered by The Broward MPO & Broward County

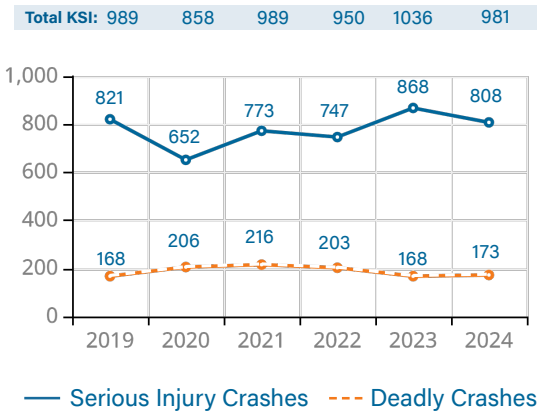
2024 KILLED AND SERIOUS INJURY (KSI) CRASH SUMMARY (JANUARY THROUGH DECEMBER)

PEOPLE KILLED OR SERIOUSLY INJURED



A crash could result in more than one person killed or seriously injured.

KSI CRASHES BY YEAR



CRASH TRENDS

KSI CRASH TOTAL **981** ↑

SERIOUS INJURY CRASHES **808** ↑

DEADLY CRASHES **173** ↓

Arrows indicate change relative to the previous 5-year average, used to illustrate trends over time.

KSI CRASHES BY FUNCTIONAL CLASSIFICATION

LOCAL	MINOR COLLECTOR	MAJOR COLLECTOR	MINOR ARTERIAL	PRINCIPAL ARTERIAL
359	21	116	187	298

Source: FHWA Functional Classification

KSI CRASHES BY NUMBER OF LANES

< 3	457
4-5	214
>6	310

KSI CRASHES BY POSTED SPEED

< 25 MPH	30-40 MPH	45-50 MPH	>55 MPH
327	347	302	5

KSI CRASHES BY CONTEXT CLASSIFICATION

C3C	C3R	C4	C5	C6
72	120	443	0	10

Source: FDOT Context Classification Mapping

KSI CRASHES BY MODE

VEHICLE	MOTORCYCLE	BICYCLE	PEDESTRIAN
618	124	63	176

13 RAIL INCIDENTS* **36** RAIL CASUALTIES*

*Total rail incidents and casualties per Federal Rail Administration (FRA) reporting.

ANNUAL SAFETY SNAPSHOT 2025

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2024 KSI CRASH SUMMARY CONTINUED

KSI CRASHES BY TYPE

- **95** OFF-ROAD
- **79** ANGLE
- **27** SIDESWIPE
- **143** REAR END
- **195** LEFT TURN
- **10** RIGHT TURN
- **63** BICYCLE
- **176** PEDESTRIAN
- **21** HEAD-ON
- **11** ROLL-OVER

KSI CRASHES BY LIGHTING CONDITIONS

- **498** DAYLIGHT
- **378** DARK-LIGHTED
- **52** DARK -NOT LIGHTED
- **18** DAWN
- **21** DUSK

KSI CRASHES BY CONTRIBUTING FACTOR

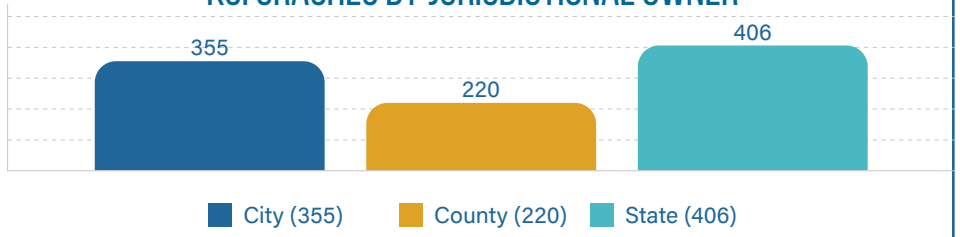
- HIT AND RUN **102**
- RED LIGHT RUNNING **43**
- ALCOHOL/DRUGS **68**
- SPEEDING/ AGGRESSIVE DRIVING **81**
- DISTRACTED DRIVING **87**

KSI CRASHES BY DRIVER INVOLVED

- **207** AGING DRIVER (65+)
- **92** TEENAGE DRIVER (15-19)

The age of the driver indicates involvement in a crash, not responsibility

KSI CRASHES BY JURISDICTIONAL OWNER



Broward MPO
Metropolitan Planning Organization

Financial Reports **1.**

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

SUMMARY:
Contracts Summary Report

Attachments

Contracts Summary Report

CONTRACTS
SUMMARY REPORT
8/1/2026-8/31/2026

VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
DESTINY SOFTWARE	AGENDA & MINUTES MANAGEMENT SERVICES	9/9/2021	9/8/2026	$33,200.00	$30,876.00	$2,324.00
INTENT DIGITAL L.L.C.	BOARD ROOM VOTING SYSTEM UPGRADE	9/9/2021	9/8/2026	$328,071.84	$302,247.52	$25,824.32
GRANICUS (SWAGIT PRODUCTIONS, LLC)	VIDEO STREAMING SERVICES	9/9/2021	9/8/2026	$118,200.00	$100,800.00	$17,400.00
RINGCENTRAL, INC.	TELEPHONE SERVICES	9/18/2023	9/18/2026	$72,000.00	$48,202.66	$23,797.34
TSE CONSULTING SERVICES	STATE LEGISLATIVE LIAISON SERVICES	10/13/2022	10/31/2026	$250,000.00	$191,666.36	$58,333.64
GOODMAN PUBLIC RELATIONS	WEBSITE SERVICES	11/4/2021	11/30/2026	$248,527.00	$237,173.70	$11,353.30
BECKER & POLIAKOFF	FEDERAL LEGISLATIVE LIAISON SERVICES	2/14/2023	2/13/2027	$600,000.00	$410,000.00	$190,000.00
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY	SUB-RECIPIENT AGREEMENT FOR FARE INTEROPERABILITY	2/12/2026	3/30/2027	$83,899.00	$22,408.60	$61,490.40
WHITEHOUSE GROUP INC.	ADVANCING STRATEGIC INITIATIVES	3/10/2022	3/31/2027	$2,000,000.00	$1,573,250.20	$426,749.80
CHRISTOPHER RYAN	PUBLIC INVOLVEMENT CONSULTING SERVICES	7/16/2024	6/30/2027	$180,000.00	$125,719.00	$54,281.00
REPLICA, INC	CELLPHONE LOCATION-BASED DATA COLLECTION	7/10/2025	7/10/2027	$210,000.00	$210,000.00	$0.00
HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC	AUDIT SERVICES	8/1/2023	7/13/2027	$120,000.00	$70,000.00	$50,000.00
ONESOURCE PCS	IT SERVICES	9/30/2025	9/29/2027	$256,105.61	$84,441.10	$171,664.51
MUSEUM OF DISCOVERY AND SCIENCE	MODS STEMOBILE PROGRAM	7/25/2023	8/1/2028	$125,000.00	$100,000.00	$25,000.00
BS&A SOFTWARE	ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE LICENSE SUPPORT AND MAINTENANCE	9/30/2025	9/30/2028	$188,031.00	$34,029.00	$154,002.00
MYSIDEWALK	SOFTWARE ACQUISITION, SUPPORT, AND MAINTENANCE	7/10/2025	10/31/2028	$48,600.00	$16,200.00	$32,400.00
GEOWEBHOUSE	CONTENT MANAGEMENT DATABASE TRACKER - PHASE II	4/16/2025	4/15/2030	$135,000.00	$75,000.00	$60,000.00

VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
GREATER FORT LAUDERDALE TMA	AGREEMENT FOR ADMINISTRATIVE SERVICES	4/1/2021	9/29/2026	TASK WORK ORDERS		
	Task Work Order No. 6 - Commute Broward Education and Advancement	7/1/2026	6/30/2027	$49,992.58	$0.00	$49,992.58
KIMLEY HORN & ASSOCIATES	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed $10,000,000.00)	4/14/2022	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 14 - Planning and Engineering Assistance for Off-System LAP Project Development	7/15/2024	12/31/2027	$1,039,008.21	$708,750.87	$330,257.34
	GPC Task Work Order No. 23 - Atlantic Blvd Corridor Study from West Powerline Road to I-95	9/8/2025	2/26/2027	$949,579.58	$540,000.00	$409,579.58
	GPC Task Work Order No. 24 - Fort Lauderdale Roadway-Railroad Underpass Feasibility Study	4/16/2025	4/16/2027	$1,679,959.58	$945,507.03	$734,452.55
KITTELSON & ASSOCIATES	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed $10,000,000.00)	4/14/2022	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 17 - Citywide Transportation Master Plans	9/16/2024	12/31/2027	$424,841.20	$249,999.94	$174,841.26
WHITEHOUSE GROUP INC.	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed $10,000,000.00)	4/14/2022	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 12 - MPOAC Freight and Rail Committee Support	7/15/2024	6/30/2027	$269,540.01	$174,540.01	$95,000.00
CUNNINGHAM COMMUNICATIONS CONSULTING COMPANY D/B/A THE BRAND ADVOCATES	GOVERNMENT PUBLIC INVOLVEMENT	10/30/2025	10/30/2028	TASK WORK ORDERS		
	Task Work Order No. 4 - State of the Region	11/12/2025	10/31/2026	$82,455.00	$30,050.00	$52,405.00
	Task Work Order No. 6 - General Project Management Support	7/1/2026	6/30/2027	$52,850.00	$4,000.00	$48,850.00
	Task Work Order No. 7 - Communications and Content Creation	7/2/2026	6/30/2027	$144,025.00	$13,000.00	$131,025.00
	Task Work Order No. 8 - Event Management Support	7/9/2026	6/30/2027	$76,050.00	$0.00	$76,050.00
			TOTAL:	**$9,409,555.61**	**$6,250,811.99**	**$3,158,743.62**

Broward MPO
Metropolitan Planning Organization

Financial Reports **2.**

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

SUMMARY:
Local Contribution Advocacy Expense Report

Attachments

Local Contribution Advocacy Expense Report

Broward MPO

Metropolitan Planning Organization

Updated thru **8/31/2026**

FY 2026-27

Assessed

Local Contribution Per Capita *18¢ Per Capita				
MPO Member	**2020 Population (US Census)**	**Invoiced Amount**	**Amount received**	**Date Received**
Broward County Commission (BCC)	1,927,487	$ 69,389.53		
Broward County Public Schools	1,927,487	$ 69,389.53	$ 69,389.53	8/31/2026
Coconut Creek	57,833	$ 10,409.94		
Cooper City	34,401	$ 6,192.18	$ 6,192.18	8/19/2026
Coral Springs	134,394	$ 24,190.92		
Dania Beach	31,723	$ 5,710.14	$ 5,710.14	8/27/2026
Davie	105,691	$ 19,024.38		
Deerfield Beach	86,859	$ 15,634.62		
Fort Lauderdale	182,760	$ 32,896.80	$ 32,896.80	8/26/2026
Hallandale Beach	41,217	$ 7,419.06		
Hillsboro Beach	1,987	$ 357.66		
Hollywood	153,067	$ 27,552.06		
Lauderdale Lakes	35,954	$ 6,471.72		
Lauderdale-By-The-Sea	6,198	$ 1,115.64		
Lauderhill	74,482	$ 13,406.76		
Lazy Lakes	33	$ 5.94		
Lighthouse Point	10,486	$ 1,887.48		
Margate	58,712	$ 10,568.16		
Miramar	134,721	$ 24,249.78		
North Lauderdale	44,794	$ 8,062.92		
Oakland Park	44,229	$ 7,961.22		
Parkland	34,670	$ 6,240.60		
Pembroke Park	6,260	$ 1,126.80		
Pembroke Pines	171,178	$ 30,812.04		
Plantation	91,750	$ 16,515.00		
Pompano Beach	112,046	$ 20,168.28		
Sea Ranch Lakes	540	$ 97.20		
Southwest Ranches	7,607	$ 1,369.26	$ 1,369.26	8/27/2026
Sunrise	97,335	$ 17,520.30		
Tamarac	71,897	$ 12,941.46		
West Park	15,130	$ 2,723.40		
Weston	68,107	$ 12,259.26		
Wilton Manors	11,426	$ 2,056.68		
		$ 485,726.72	**$ 115,557.91**	

Note

**BCC & BCPS per capita = 20% of total population*

Local Contribution Advocacy Expense Report

8/31/2026

Contributions Received (*Current Month*)		$115,557.91
Add: Balance Forward		$145,778.10
Add: Interest Earned		$0.00
Available Funds		
Less: Lobbying Efforts	$14,166.66	**$261,336.01**
Less: MPOAC Legislative Activities	$0.00	
Less: Refreshments	$127.03	
Less: MPO Legal Counsel	$0.00	
Less: Memberships, and related costs	$0.00	
Less: Sponsorships, and related costs	$0.00	
Less: Travel	$0.00	
Less: Bank Fees	$0.00	
Total Expenses		**$14,293.69**
Bank Balance		**$247,042.32**

Local Contribution Advocacy Expense Report

7/31/2026

Contributions Received (*Current Month*)		$0.00
Add: Balance Forward		$159,944.76
Add: Interest Earned		$0.00
Available Funds		
Less: Lobbying Efforts	$14,166.66	**$159,944.76**
Less: MPOAC Legislative Activities	$0.00	
Less: Refreshments	$0.00	
Less: MPO Legal Counsel	$0.00	
Less: Memberships, and related costs	$0.00	
Less: Sponsorships, and related costs	$0.00	
Less: Travel	$0.00	
Less: Bank Fees	$0.00	
Total Expenses		**$14,166.66**
Bank Balance		**$145,778.10**

Local Contribution Advocacy Expense Report

6/30/2026

Contributions Received (*Current Month*)		$0.00
Add: Balance Forward		$174,733.20
Add: Interest Earned		$0.00
Available Funds		
Less: Lobbying Efforts	$14,166.66	**$174,733.20**
Less: MPOAC Legislative Activities	$0.00	
Less: Refreshments	$174.86	
Less: MPO Legal Counsel	$0.00	
Less: Memberships, and related costs	$0.00	
Less: Sponsorships, and related costs	$0.00	
Less: Travel	$446.92	
Less: Bank Fees	$0.00	
Total Expenses		**$14,788.44**
Bank Balance		**$159,944.76**

Broward MPO
Metropolitan Planning Organization

Committee Reports **1.**

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

SUMMARY:
Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the September 23, 2026 Meetings

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Attachments

Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the September 23, 2026 Meetings

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Technical Advisory Committee (TAC) Actions

September 23, 2026
2:30 p.m. Meeting

WORKSHOP ITEMS	Action
2050 Metropolitan Transportation Plan Amendment Requests A. Florida Department of Transportation District 4 B. Broward Safety Action Plan	N/A
Broward Safety Action Plan 2025 Safety Snapshot	N/A
Metro Transportation Engineering & Construction Cooperative Update	N/A

Citizens' Advisory Committee (CAC) Actions

September 23, 2026
6:00 p.m. Meeting

WORKSHOP ITEMS	Action
2050 Metropolitan Transportation Plan Amendment Requests A. Flor a Department of Transportation District 4 B. Broward Safe Action Plan	N/A
Broward Safety Action Plan 2025 Safety Snapshot	N/A

Broward MPO
Metropolitan Planning Organization

Committee Reports

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

Notices of approved contracts from September 10, 2026 Executive Committee

SUMMARY EXPLANATION/BACKGROUND:
The following was approved at the September Executive Committee meeting:

- Authorized the Broward MPO Executive Director to Execute a Purchase Order Between the Broward Metropolitan Planning Organization and NEOGOV for Integrated Human Resources and Payroll Software in an Amount Not to Exceed $130,588.75
- Agreement 27-01 for Agenda and Minutes Management Software Agenda Quick as a Service Between Broward Metropolitan Planning Organization and Destiny Software, Inc. in an Amount Not to Exceed $37,480
- Agreement 27-02 for Agenda and Video Streaming Services Between Broward Metropolitan Planning Organization and Granicus, LLC in an Amount Not to Exceed $124,092.14
- Agreement 27-03 for Boardroom Voting System Support, Subscription and License Services and Upgrades between Broward Metropolitan Planning Organization and Intent Digital, LLC in an Amount Not to Exceed $113,500

For more information on the above item, please refer to the Executive Committee meeting agendas on the MPO Agendas & Minutes page: **https://browardmpo.org/index.php/agendas-minutes**.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Oscar Nelson at (954) 876-0041 or **nelsono@browardmpo.org**.

Broward MPO
Metropolitan Planning Organization

Administrative Item 1.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

SUMMARY:
State of the Region & Annual Awards - Thursday, October 22, 2026

Attachments

State of the Region & Annual Awards - Flyer



Broward MPO
Metropolitan Planning Organization

2026 STATE OF THE REGION & ANNUAL AWARDS

MILES OF SUCCESS

The Broward Metropolitan Planning Organization is thrilled to invite you to the fifth State of the Region & Annual Awards. This awards presentation will offer insight into the progress that positively impacts our local economy, families, and businesses. At the same time, we will recognize those who are helping to pave the way to create better communities with transportation options and improved infrastructure in Broward.

WE LOOK FORWARD TO SEEING YOU!

Gregory Stuart
Executive Director, Broward MPO

GET TICKETS:

THURSDAY, OCTOBER 22, 2026 | THE WESTIN FORTLAUDERDALE BEACH RESORT | 11:30 AM

CELEBRATE OUR 2026 HONOREES



Senator James A. Scott
Lifetime Achievement Award



Steve Braun, P.E.
Community Impact Award



Coree Cuff Lonergan
Visionary Award



Lisa Scott Founds
Champion Award

Broward MPO
Metropolitan Planning Organization

Administrative Item 2.

Broward Metropolitan Planning Organization Board
Meeting Date: 10/08/2026

Micromobility Workshop - November 12, 2026

SUMMARY EXPLANATION/BACKGROUND:
During the July MPO Board meeting, MPO staff presented an introduction to micromobility. The Board Members had many concerns and questions pertaining to the current state of micromobility in Broward County, including: education, operation location, insurance, sidewalk use and space, helmets, golf carts, and rules of the road. The Board Members requested a workshop in the interest of coordinating together in policy, regulations, enforcement, crash data, and education.

After careful consideration, the Micromobility Workshop will be held in-person only on Thursday, November 12, 2026, at 9:30 a.m. in the Broward MPO Board Room for Board Members to discuss and collaborate on micromobility.

ADDITIONAL INFORMATION/PREPARER:
If you have any questions about this item, please contact Jennipher Tucy at (954) 876-0055 or tucyj@browardmpo.org.
