INVITATION FOR BIDS

Social Media Services

IFB #15-01

BROWARD METROPOLITAN PLANNING ORGANIZATION

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

DATE ISSUED: January 15, 2015
CLOSING DATE AND TIME: February 9, 2015, 5:00 PM EST
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1. INTRODUCTION

The Broward Metropolitan Planning Organization ("BMPO"), is requesting Bids from qualified firms for Social Media Services.

The Successful Bidder shall be responsible for Tasks identified in the Scope of Services located in Section 3. Interested firms should submit a Bid that addresses all factors listed in the Scope of Services.

The Successful Bidder shall contract with the BMPO, the administrator of the Contract. The maximum award of the contract shall not exceed thirty thousand dollars ($30,000.00).

2. DEFINITIONS

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

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

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

The term "Bid" shall refer to any Bids(s) submitted in response to this Invitation For Bids.

The term “Bidder” shall refer to anyone submitting a Bid in response to this Invitation For Bids.

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

The terms "Successful Bidder" or “Contractor” shall refer to the Bidder receiving an award as a result of this Invitation For Bids.

The terms "Invitation For Bids," “IFB,” or “Solicitation” shall mean this Invitation For Bids including all Forms, Affidavits, Exhibits, and amendments or change orders issued by the Procurement Office.

The term "SubContractor" or “SubConsultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder, who contract with the Successful Bidder to furnish labor, or labor and materials, in connection with the Scope or Services, whether directly or indirectly, on behalf of the Successful Bidder.
The terms "Work," "Services," “Program,” “Project,” or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Bidder in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

3. SCOPE OF SERVICES

Social Media Services

The following should be noted by any party involved with BMPO social media outreach. The BMPO recognizes the importance of reaching out to communities on social media tools like Facebook and Twitter. Use of these tools on our projects is evaluated on a case-by-case basis. They are used to communicate information to the public as well as providing a means for the public to communicate back to BMPO with comments or questions. Additionally, the BMPO coordinates with local agencies/municipalities to leverage their social media resources for any and all relevant projects. It is our policy to delete comments containing abusive language or those deemed off topic, including solicitations.

Scope of Services:

The BMPO requires social media services for an 18 month period beginning March 1, 2015. The goal of the BMPO’s social media efforts is to generate an interactive conversation with the public and online followers about transportation issues. As part of the BMPO’s mission to engage and inform the public about the future of transportation, the Contractor will use social media outlets to position the BMPO as the information leader for transportation planning in Broward and connect the public with engaging topics, content and discussions.

Routine Content Creation
The Contractor will produce bi-monthly content calendars that include proposed posts for BMPO review and approval. Content calendars will be subject to modification should newer, more relevant content become available.

Primary Social Networks
Facebook – Publish a minimum of 1-2 posts per weekday or more as needed, daily monitoring of conversations and respond only when specific questions are asked and only after approval of the BMPO, photo uploads, Facebook ads and promote posts via Facebook.

Twitter – Publish a minimum of two tweets per weekday, plus interaction, building relationships with social network influencers, curating content (articles, news, images, etc.) and daily monitoring of content and comments.

Instagram – Share images, e-flyers, and infographics via the mobile-based app.
LinkedIn – Create and announce organizational updates, such as board meetings and new initiatives. This has been the least popular of the social media so far and so suggestions should be made of how to increase presence on LinkedIn.

Google Plus – Publish content that mirrors Facebook posts.

YouTube – Upload promotional materials and commercials produced by the BMPO or other BMPO partners.

Social Network Monitoring
The Contractor will monitor the social media channels above to see “what others are saying about us,” plus track relevant conversations for opportunities to promote Broward MPO initiatives. Summary reports should be provided to the MPO on a monthly basis.

Community Engagement
The Contractor will facilitate public outreach through initiating and joining to conversations about transportation in Broward. Pages/users to target include, but not limited to, transportation enthusiast, thought leaders, media, bloggers, transportation and government agencies, commuters, local leaders, pedestrian/bicycle safety groups and Broward commuters.

Monthly Analytics
The Contractor will provide the BMPO with a monthly recap to assess the effectiveness of our social media efforts. This monthly report will assess reach, engagement, audience demographics and growth and to make recommendations for improvements and adjustments. As part of this analysis the Contractor shall provide high level summaries of the comments received during that month for the MPO to share with its Board members and other BMPO partners.

Event Promotion
The Contractor will use social media channels and event promotion sites to raise awareness about future events, meetings, information sessions, workshops and other activities of the BMPO.

Polling
The Contractor shall make use of Facebook polling to encourage public input and participation.

Place Ads and Educational Materials
The Contractor shall use social media ads to boost public involvement in all aspects of our social media presence. Educational/promotional materials will be produced by the Contractor to enhance awareness of the BMPO’s social media presence.

Public Record Compliance
Social Media content shall be produced and maintained in a format that permits the BMPO to make such content available to the public in accordance with Florida’s Public Record Law (Chapter 119, Fla. Stat.)

4. GENERAL TERMS AND CONDITIONS

4.1 AVAILABILITY OF INFORMATION FOR BIDS

Copies of this Solicitation package may be obtained from the BMPO’s Procurement Office located at Trade Centre South, 100 West Cypress Creek Road, Suite 850 Fort Lauderdale, FL 33309. To request the Solicitation package through the United States Postal Service, mail your request with the following information: the Solicitation number and title, the name of the Bidder’s contact person, the Bidder’s name, and complete mailing address, telephone number, and fax number. A minimum cost of fifteen cents (15¢) per page shall apply to requests for hard copies of this IFB.

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

4.2 CONTACT INFORMATION

Any questions, explanations, or other requests from Bidder(s) regarding the Solicitation must be requested in writing via an email to the BMPO’s Procurement Officer (see below) in accordance with this Solicitation. Among other penalties, violation of these provisions by any particular Bidder shall render their Bid to be deemed non-responsive and any award to such Bidder voidable.

The contact information for the BMPO’s Procurement Office is:

Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
(954) 876-0049
taylorf@browardmpo.org

4.3 CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. By the submission of a Bid to do the Work, the Bidder certifies that a careful
review of the IFB documents has taken place and that the Bidder is fully informed and understands the requirements of the IFB documents and the quality and quantity of service to be performed. Pleas of ignorance by the Bidder 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 Contractor.

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

b) Additional Information/Amendment

1) Requests for additional information, explanation, clarification or interpretation must be made in writing or electronic format to the Procurement Officer at the address identified above. A request must be received by the Procurement Officer no later than 5:00 PM on January 27, 2015. Any request received after that date and time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Officer will issue a response to any timely inquiry if deemed necessary, by posting a written amendment to the Solicitation on the “Doing Business” page of the BMPO website prior to the Solicitation Closing Date & Time. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

3) It is the Bidder’s responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder’s further responsibility to verify with the Procurement Officer, prior to submitting a Proposal, that all amendments have been received. The Bidder shall submit the Bid form entitled “AMENDMENT ACKNOWLEDGMENT FORM,” contained within the Appendix of this Solicitation with their Proposal.

c) Conflicts in this Solicitation.

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

4.4 **BID REQUIREMENTS**
a) Preparation/Submission.

1) The Bid Forms and affidavits set forth in this IFB shall be completed and submitted with the Proposal. Failure to complete and submit the enclosed forms and affidavits or use of any other forms shall result in the rejection of the Bidder’s Proposal.

2) The Bid shall either be typed or completed legibly in ink. The Bidder’s authorized agent shall sign the Bid Forms in ink, and any corrections made by the Bidder shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

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

Any special tax requirements will be specified in this IFB, if applicable.

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

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

5) Any questions concerning the intent, meaning and interpretation of the IFB documents shall be requested electronically, and must be received by the BMPO no later than 5:00 PM, local time, on January 27, 2015. Written inquiries shall be addressed to:

Fred Taylor Procurement Officer
taylorf@browardmpo.org

All Bids shall be submitted by 5:00 PM, local time, February 9, 2015 to:

Fred Taylor
Procurement Officer
Broward Metropolitan Planning Organization
Trade Centre South
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, FL 33309
All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is time stamped in the office of the Broward Metropolitan Planning Organization by **5:00 PM**, local time, on February 9, 2015. Failure of a Bidder to submit their Bid and ensure that their Bid is time stamped prior to the time stated above shall render such Bidder to be deemed non-responsive and the Bid shall not be considered for award.

Bids submitted and time stamped on or before **5:00 PM**, local time, on February 9, 2015 shall be opened publicly in accordance with this IFB at **5:30 PM on February 9, 2015 at the Offices of Broward MPO, located at Trade Centre South, 100 West Cypress Creek Road, Suite 850, Fort Lauderdale, FL 33309.**

b) Criminal Conviction Disclosure.

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

c) Sworn Statement on Public Entity Crimes.

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

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

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

d) Anti-Kickback Affidavit/No Contingency Fee.
All Bidders shall complete and submit the duly signed and notarized form entitled, “ANTI-KICKBACK AFFIDAVIT.” Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

e) Non-Collusion Declaration.

All Bidders shall complete and submit the duly signed form entitled “NON-COLLUSION DECLARATION.”

f) Antitrust Laws.

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

g) Conflicts of Interest.

The award of the Contract is subject to the provisions of Chapter 112, Florida Statutes. On the form provided in this IFB (Independence Affidavit), the Bidder 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 IFB. Additionally, the Bidder 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.

h) Insurance Requirement

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

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

b) Professional Liability Insurance (Errors and Omissions) with limits not less than $2,000,000.00 per occurrence, and $2,000,000.00 annual aggregate. The Broward Metropolitan Planning Organization must be shown as an additional insured with respect to this coverage.

c) 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.

d) Workers’ Compensation Insurance for all employees of the Bidder as required by Florida Statutes Chapter 440, and Employer's Liability limits of not less than $500,000 per accident.

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 Successful Bidder.

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:

   a) 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

   b) 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.

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

   2) Compliance with the foregoing requirements shall not relieve the Successful Bidder of his liability and obligation under this
4) Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within five (5) business days after the execution of the Contract by the BMPO. If the insurance certificates are received within the required time frame, but not in the manner prescribed in this Section, the Successful Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the Successful Bidder fails to submit the required insurance documents in the manner prescribed in this IFB within five (5) business days after execution of the Contract by the BMPO, the Successful Bidder shall be in default of the terms and conditions and the Contract shall be deemed terminated immediately. Under these circumstances, the Successful Bidder may be prohibited from participating in future BMPO solicitations for a period of twelve (12) months, in the sole discretion of the BMPO.

5) The Successful Bidder shall be responsible for assuring that the insurance certificates 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 of the Contract, the Successful Bidder 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, and any payments due to the Successful Bidder under 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 shall not exceed thirty (30) days. In the event the expired certificates are not properly replaced within 30 days of notification of the suspension, the BMPO may, in its sole discretion, terminate the Contract and seek damages from the Successful Bidder for any incremental costs incurred by the BMPO due to the Successful Bidder’s failure to comply with this Section.

6) If, in the judgment of the BMPO, prevailing conditions warrant the provision by Successful Bidder of additional liability insurance coverage or coverage which is different than the requirements specified herein, the BMPO reserves the right to require an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful Bidder 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.

4.5 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

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

b) Withdrawal of a Proposal.

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

4.6 LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

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

4.7 SOLICITATION POSTPONEMENT OR CANCELLATION

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

4.8 COST OF BIDS

All expenses involved with the preparation and submission of Bids to the BMPO, and any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a fully executed contract.
4.9 EXCEPTIONS TO THE SOLICITATION

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

Where exceptions are taken, the BMPO, in its sole discretion, shall determine whether to consider the exception, and/or the acceptability of the proposed exceptions. The BMPO, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid non-responsive.

BIDDERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.

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

4.10 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Record Law.” In the event that a Bidder believes that information to be submitted is exempt from public record inspection, the Bidder must claim the applicable exemptions to disclosure provided by law in its response to the IFB by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The BMPO reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

All Bids submitted in response to this solicitation become the property of the BMPO. Unless the information submitted is proprietary, copy written, trademarked, or patented and the Bidder informs the BMPO of such protections, the BMPO reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal, in its best interest. Acceptance or rejection of any Bid shall not nullify the BMPO’s rights hereunder.

5. EQUAL OPPORTUNITY AND DBE PROGRAM

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

The BMPO, as a recipient of federal funds, has adopted a Disadvantaged Business Enterprise ("DBE") Program and goal. The current DBE Program goal is 8.0% participation by DBE contractors. Successful Bidder(s) shall agree to assist the BMPO in the completion of any documents required to be submitted for compliance with the DBE program, including, but not limited to, the Anticipated DBE Participation Statement and the FDOT Bid Opportunity List (Section 17).

6. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

This Project is being funded with assistance from the Federal Transit Administration ("FTA"). Therefore, the BMPO will follow, and require the Successful Bidder to comply with, all applicable 3rd party procurement policies in accordance with FTA Circular C4220.1f (Third Party Contracting Guidance). Bidders are hereby advised that the applicable FTA required contractual provisions set forth in Appendix A shall be set forth in any Contract resulting from this IFB. By submitting a Bid, Bidders acknowledge and agree that the Successful Bidder shall be required to comply with the applicable provisions in Appendix "A" if awarded the Contract.

7. CONTENT AND FORMAT OF THE PROPOSAL

Bids shall be submitted in a separate plain sealed envelope, box or other secure packaging, marked as the "Bid." The outside of the sealed package shall clearly indicate IFB No. 15-01, “Social Media Services” and shall include the Bidder's name, address and the name and telephone number of the Bidder's specific contact person. The Bid shall include the Bid Form. The Bid shall contain all required information in order to be considered responsive. Failure to submit the Bid in the manner required above may result in the Bid being deemed non-responsive. The Bid shall be submitted in accordance with the following requirements and in the following order:

Cover Page

The form entitled BID COVER SHEET is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer
of the Bidder submitting the Proposal. A custom cover page may be placed in front of the Bid Cover Page.

**Transmittal Letter**

The transmittal letter should provide a brief overview of the Bid stating the Bidder’s understanding of the Work to be done consistent with the material presented in the Proposal, a commitment to perform the Work within the time frame specified in the scope of services, and statements why the firm believes itself to be best qualified to perform the engagement. The transmittal letter shall be signed by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

**Table of Contents**

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

**Bid Form**

The Bid Bid Form shall be completed and submitted with the Bid.

**Forms/Affidavits/Attachments**

Attach all fully executed forms/affidavits/attachments in the order shown in the Appendix section of this Solicitation.
8. **TENTATIVE SCHEDULE**

The anticipated schedule for this Solicitation shall be as follows, and may be altered at any time to meet the needs of the BMPO upon written notice:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB Release</td>
<td>January 15, 2015</td>
</tr>
<tr>
<td>Last Date for Submittal of Written Questions</td>
<td>January 27, 2015</td>
</tr>
<tr>
<td>Prior to Response Due Date</td>
<td></td>
</tr>
<tr>
<td><strong>Solicitation Closing Date &amp; Time</strong></td>
<td>February 9, 2015</td>
</tr>
<tr>
<td>Open Sealed Bids</td>
<td>February 9, 2015 5:00 PM</td>
</tr>
</tbody>
</table>

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9. MANDATORY MINIMUM REQUIREMENTS

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

1. Bidders shall possess all licenses, business tax receipts and/or permits required to perform the Work requested herein in the State of Florida.

2. Bidders shall possess, and demonstrate using the Personnel and References forms provided, five (5) years of experience, knowledge, skills, and abilities with a project(s) of similar size and complexity as the requested Work in accordance with the scope of services, including experience providing social media services on each of the social media platforms identified in the scope of services.

3. Bidders shall possess, and demonstrate using the Personnel and References forms provided, experience performing a social media project(s) for a governmental entity that was a similar size and complexity as the requested Work in accordance with the scope of services.

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

10. AWARD OF CONTRACT

The award of any Contract resulting from this Solicitation will be made to the lowest priced responsive and responsible Bidder.
All forms and affidavits provided in this IFB must be completed and submitted with a Bid in order for the Bid to be considered. Failure to complete and submit the enclosed forms and affidavits will result in a Bid being deemed non-responsive.

REQUIRED ORDER OF FORMS AND AFFIDAVITS

Bid Cover Sheet
Transmittal Letter
Table of Contents
Project Approach (Max: 3 Pages)
Bid Form
Amendment Acknowledgement Form
References
Drug-Free Workplace Affidavit
Disclosure of Subconsultants
Anti-Kickback Affidavit
Non-Collusive Affidavit
Acknowledgement
Non-Discrimination Affidavit
Independence Affidavit
Personnel Form
Accuracy of Bid Certification
<table>
<thead>
<tr>
<th><strong>BID COVER SHEET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BIDDER’S NAME (Name of firm, entity, or organization):</strong> Email Address:</td>
</tr>
<tr>
<td><strong>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</strong></td>
</tr>
<tr>
<td><strong>NAME AND TITLE OF BIDDER’S CONTACT PERSON:</strong></td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td><strong>MAILING ADDRESS:</strong></td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
</tr>
<tr>
<td><strong>TELEPHONE:</strong></td>
</tr>
<tr>
<td>(______) ___________________________</td>
</tr>
<tr>
<td><strong>BIDDER’S ORGANIZATION STRUCTURE:</strong></td>
</tr>
<tr>
<td>_____ Corporation</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>IF CORPORATION:</strong></td>
</tr>
<tr>
<td>Date Incorporated/Organized:</td>
</tr>
<tr>
<td>State of Incorporation/Organization:</td>
</tr>
<tr>
<td>States registered in as foreign Corporation:</td>
</tr>
<tr>
<td><strong>BIDDER’S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</strong></td>
</tr>
<tr>
<td>Identify here as well:</td>
</tr>
<tr>
<td><strong>LIST NAMES OF BIDDER’S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THE SINGLE CATEGORY OR COMBINATION OF CATEGORIES OF SERVICES PROPOSED:</strong></td>
</tr>
<tr>
<td><strong>BIDDER’S AUTHORIZED SIGNATURE:</strong></td>
</tr>
<tr>
<td>The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.</td>
</tr>
<tr>
<td>Signed by: ___________________________</td>
</tr>
<tr>
<td>Print name: ___________________________</td>
</tr>
</tbody>
</table>

**FAILURE TO COMPLETE AND RETURN THIS FORM AND THE REQUIRED INFORMATION MAY DEEM YOUR BID NON-RESPONSIVE**
AMENDMENT ACKNOWLEDGEMENT FORM

Amendment #                       Date Received
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________
_________________________________  _______________________

BIDDER: ____________________________
        (Company Name)

_________________________________
        (Signature)

_________________________________
        (Printed Name & Title)

FAILURE TO COMPLETE AND RETURN THIS FORM AND THE REQUIRED INFORMATION MAY DEEM YOUR BID NON-RESPONSIVE
**REFERENCES**

The Bidder shall furnish a minimum of 3 references from governmental agencies or private businesses within the United States for whom the Bidder has performed services for of similar size and complexity as the Services requested herein. Bidders shall not utilize as references, any BMPO employees, contractor, or official. Bidder’s use of such references may result in disqualification, at the discretion of the BMPO. Use additional sheets if necessary.

1. Name of Entity: ____________________________________________________________
   
   Address: ___________________________________________________________________
   
   Phone Number: ______________________________________________________________
   
   Principal Contact Person(s): _________________________________________________
   
   Description of Service and Price: _____________________________________________
   
   Year Contract Initiated: ____________
   
   Years Providing Service: ________________

2. Name of Entity: ____________________________________________________________
   
   Address: ___________________________________________________________________
   
   Phone Number: ______________________________________________________________
   
   Principal Contact Person(s): _________________________________________________
   
   Description of Service and Price: _____________________________________________
   
   Year Contract Initiated: ____________  Years Providing Service ________________
REFERENCES (CONTINUED)

3. Name of Entity: ____________________________
   Address: ___________________________________
   ___________________________________________
   Phone Number: ______________________________
   Principal Contact Person(s): ___________________
   ___________________________________________
   Description of Service and Price: ______________________________
   ___________________________________________
   Year Contract Initiated: ________________
   Years Providing Service: ____________________

4. Name of Entity: ____________________________
   Address: ___________________________________
   ___________________________________________
   Phone Number: ______________________________
   Principal Contact Person(s): ___________________
   ___________________________________________
   Description of Service and Price: ______________________________
   ___________________________________________
   Year Contract Initiated: ________________
   Years Providing Service: ____________________

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

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

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Contract a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.
FLORIDA STATE STATUTE 287.087

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

__________________________________________
Bidder’s Signature

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
DISCLOSURE OF SUBCONSULTANTS

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

Company Name: _____________________________________________

___________________________________________________________

Address: _______________________________________________________________________________________

City, State, & Zip Code: _______________________________________

Company Name: _____________________________________________

___________________________________________________________

Address: _______________________________________________________________________________________

City, State, & Zip Code: _______________________________________

Company Name: _____________________________________________

___________________________________________________________

Address: _______________________________________________________________________________________

City, State, & Zip Code: _______________________________________
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  }  SS:
COUNTY OF BROWARD  }

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

By:_____________________________________

Title:____________________________________

________________________________________
Notary Public, State of Florida

________________________________________
(Printed Name)

My commission expires:_______________________

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
NON-COLLUSIVE 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 Bidder that has submitted the attached Bid;

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

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

(4) Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid 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 Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder 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 (Printed Name)

(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
ACKNOWLEDGMENT

State of   )
) SS.
County of   )

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

WITNESS, my hand and official seal this ___day of ______________, 20__.

My Commission Expires:

__________________________________________
Notary Public State of Florida at Large
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 BMPO. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_______________________

Title:______________________

Sworn and subscribed before this

_____day of_______________, 20___

________________________________________
Notary Public, State of Florida

________________________________________
(Printed Name)

My commission expires:_______________________

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
INDEPENDENCE AFFIDAVIT

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

1. He/She is __________________________ of ________________________, the BIDDER that has submitted the attached Bid;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that BIDDER may have with the BMPO and, 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 BIDDER agrees and understands that BIDDER shall give the BMPO written notice of any other relationships professional, financial or otherwise that BIDDER 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]
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 IFB (if applicable).

_________________________________
Signature (ink only)

_________________________________  (CORPORATE SEAL)
Print Name

_________________________________
Title

_________________________________
Date

STATE OF FLORIDA )
) COUNTY OF BROWARD )
The foregoing instrument was acknowledged before me this ___ day of _______, 20__, by ____________________ as _________________ for ____________________.

Personally known to me ______  OR

Has produced Identification _____, type of identification produced ________________

_________________________________
NOTARY PUBLIC

My Commission Expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
For all principals of the Bidder and key personnel providing services sought in the IFB, provide a detailed resume indicating that individual’s areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Bidder.

A. Name and Title
   Address
   Business Phone
   E-mail Address

B. Years’ Experience with:
   This Contractor:
   With Other Similar Contractors:

C. Education:
   Degree(s):
   Year/Specialization:

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. List specifically the number of crew members that will be assigned to provide services, if awarded the Contract, and identify their respective tasks.

G. Attach applicable licenses for each individual performing Services pursuant to this Contract.

H. If applicable, attach documentation demonstrating Bidder’s status as a disadvantage business entity (DBE) and documentation demonstrating the DBE status of any proposed subcontractors and subconsultants.
BID FORM

Social Media Services

Bidders shall utilize the scope of services identified in Chapter 3 of this IFB to complete this Bid Form. Cost is not to exceed $30,000.00.

Please identify cost by task below:

Total Cost $______________

FAILURE TO COMPLETE AND RETURN THIS FORM AND THE REQUIRED INFORMATION MAY DEEM YOUR BID NON-RESPONSIVE
ACCURACY OF BID CERTIFICATION

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

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

1. He/She is ________________________ of ____________________, the BIDDER that has submitted the attached Bid;

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

3. All Forms, Affidavits and documents submitted in support of this Bid and included in this Bid 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 BID CERTIFICATION (CONTINUED)

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

_________________________________  
Signature

_________________________________ (CORPORATE SEAL)
Print Name

_________________________________  
Title

_________________________________  
Date

STATE OF FLORIDA          )
)                                    )
COUNTY OF BROWARD          )

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

Personally known to me ______  OR

Has produced Identification _____, type of identification produced
_____________________

__________________________
NOTARY PUBLIC

My Commission Expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
APPENDIX “A”
FEDERAL TRANSIT ADMINISTRATION REQUIRED PROVISIONS.

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

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

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

2. FEDERAL LAWS, REGULATIONS, AND DIRECTIVES.

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

The Contractor understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Contractor on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal FTA laws, regulations, and directives may become effective after the date on which the Contractor executes this Agreement for the Project, and might apply to this Agreement. Contractor agrees that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

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

3. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

Contractor acknowledges and agrees that:

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

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

4. CIVIL RIGHTS.

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

A. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions
of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

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

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

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

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


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


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

against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.


G. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

FTA Master Agreement MA(17), 10-1-2010

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;


(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
(10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
(11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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


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

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

6. ACCESS TO THIRD PARTY CONTRACT RECORDS.

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

7. RIGHT OF THE FEDERAL GOVERNMENT TO TERMINATE.

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

8. DEBARMENT AND SUSPENSION.

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

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

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

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

B. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery, based on the percentage of the Federal share awarded for the Project, except that the Contractor may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
C. Enforcement. The Contractor agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

D. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

E. Alternative Dispute Resolution. FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

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

11. CLEAN AIR.
Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:
(1) The Contractor agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying the approval of the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Contractor agrees to comply with U.S. EPA regulations, “Control of Air


12. CLEAN WATER.

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


13. RIGHTS IN DATA AND COPYRIGHTS.

A. Definition. The term “subject data,” as used in this Section of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement 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 Cooperative Agreement 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, unless the Federal Government has previously released or approved the release of such data to the public.
(2) The restrictions on publication of Paragraph 13.b(1) of this Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement 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 this Subsection 13.c of this 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 Cooperative Agreement 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 Cooperative Agreement 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 13.c of this 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 13.a of this Agreement and shall be delivered as the Federal Government may direct. This Subsection 13.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor’s use when the costs thereof are financed with Federal assistance through an FTA capital program.
E. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which applies to patent rights developed under a research project.

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

G. Restrictions on Access to Patent Rights. Nothing in Section 13 of this Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Funding or Support. In connection with the Project, the Contractor may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 13.b, 13.c, and 13.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

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

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

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

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

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

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

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

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

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