

Brevard Metropolitan Planning Organization

INVITATION TO BID #B09-01



The Brevard Metropolitan Planning Organization (MPO) is soliciting bids for miscellaneous black & white printing services. The MPO will enter into a services agreement (see attached) for printing services for a period of three (3) years. The MPO shall have the option to renew the agreement for an additional two (2) year period. The contract could potentially total five (5) years.

TIMELINE (Subject to Change)

Pre-bid Meeting	Monday, August 4 th , 2008, 10:00 am
Comment/Questions deadline	Friday, August 15 th , 2008
Bids Due	Friday, August 22 nd , 2008, 2:00 pm
Award of Contract	Wednesday, August 26 th , 2008

Please submit one (1) copy of your bid and all correspondence related to this bid no later than 2:00 p.m. on August 22, 2008 to:

Brevard Metropolitan Planning Organization
2725 Judge Fran Jamieson Way
MS#82, Bldg. B, Rm. 105
Melbourne, FL 32940

Attn: Laura Carter
Special Projects Coordinator
321-690-6890

Bids submitted after the due date and time will not be considered. No faxed bids will be accepted.

Interested vendors will provide bids based upon the attached price sheet. A sample book of MPO products that may be printed as part of this contract is available for review in the MPO office, Monday through Friday, from 8:00 am to 4:00 pm at the above listed address.

***If you are interested in receiving addendums that may be issued for this ITB, please provide the method of notification you prefer, fax or e-mail.

ADDENDUMS TO THIS ITB WILL BE POSTED ON THE MPO WEBSITE***

www.brevardmpo.com

The MPO, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et. Seq., and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all parties submitting proposals that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Terms and Conditions

The Brevard MPO is exempt from all taxes. Price must be less all taxes. Prices are to include all transportation charges unless specified separately.

1. As in the best interest of the MPO, the right is reserved to make award(s) by individual items, group of items, all or none or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Therefore, all vendors should put forth their best and final pricing when submitting their bids, without reference to alternative pricing arrangements.
2. All costs accrued from a quotation challenged as to quality, etc. will be assumed by the challenger.
3. For payment promptness, the MPO shall remit payment in accordance with the Brevard County Board of County Commissioners policies that adhere to the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. The MPO does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity.
4. It is agreed that items bid on shall comply with all Federal, State or local laws relative thereto, and that the bidder shall defend actions or claims brought and save harmless the contact person/MPO from loss, cost or damage by reason of actual or alleged infringements of any patents.
5. A bid received in response to this Invitation to Bid (ITB) will be considered to be firm offer held for acceptance for sixty (60) days from bid due date. Bidder shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price will prevail.
6. Any and all attachments hereto including but not limited to technical specifications, insurance requirements, etc., are an integral part of the ITB.
7. The successful vendor will be required to have the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award.
8. The MPO reserves the right to allow for the clarification of questionable entries for the correction of OBVIOUS MISTAKES. Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed.
9. No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to the MPO or faxed to the attention of the contact person. To be given consideration, such requests must be received by the specified deadline for questions. Any and all such interpretation and supplemental instruction will be in the form of written addendum, which, if issued, will be sent to all prospective Bidders at the respective addresses furnished for such purposes. Failure of any Bidder to receive any such addendum or interpretation shall not relieve said Bidder from any obligation under his bid as submitted.
10. The MPO reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications. The MPO reserves the right to use delivery as a factor in the award.
11. The MPO reserves the right at its sole discretion to increase, decrease, or delete any portion of this contract at any time without cause.
12. The MPO is not liable for any cost incurred by any vendor prior to any award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to the MPO.
13. No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
14. No negotiations decisions, or actions, shall be initiated or executed by the vendor as a result of any discussions with any MPO staff. Only those communications, which are in writing from an authorized MPO staff representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company will be recognized by the MPO as duly authorized expressions on behalf of the company.
15. Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate.
16. The MPO shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the MPO is contracting hereunder, provided such is caused in whole or in part any negligent act or omission of the vendor, or subcontractor or any of their agents or employees, or arises from a job-related injury. The vendor agrees to indemnify the MPO and pay the cost of the MPO's legal defenses, agreed including fees of attorneys as may be selected by the MPO, for all claims described in the hold harmless clause herein. Such payment on behalf of the MPO shall be in addition to any and all other legal remedies available to the MPO and shall not be considered to be the MPO's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.
17. All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
18. All firms are hereby placed on notice that the MPO members and its staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact member of the MPO or staff (with the exception of the contact person). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits or products/services requested by the ITB; and written correspondence in regard to bids may be submitted to the MPO Staff Director. Failure to adhere to these requirements could result in MPO action to disqualify your firm from consideration of award.
19. Unless otherwise noted in the bid document, vendors shall submit one (1) bid only.
20. Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The MPO reserves the right to inspect the bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine bidder's ability to perform. The MPO reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
21. Drug Free Workplace: Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the MPO for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
22. Vendors not intending to bid, please indicate the reason, such as, insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, on the ITB cover sheet.
23. All Bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provide in s.287.017 for CATEGORY TWO (currently \$25,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
24. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Brevard MPO and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
25. The MPO will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section 274A (e) of the Immigration and Nationality Act "INA"). The MPO shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.
26. In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the MPO office no later than 48 hours prior to any meeting at 690-6890 for assistance.

Metropolitan Planning Organization Printing Bid

Purpose

The Brevard MPO is soliciting bids for black and white printing services. The terms of this agreement shall begin on the execution date of the Services Agreement, no later than August 26, 2008 and continue through August 31, 2011. The MPO shall have the option to renew this agreement for an additional two (2) year period, by giving sixty (60) days prior written intention to the contractor.

Information and Clarification

A pre-bid meeting will be held on Monday, August 4th, 10:00 am at 2725 Judge Fran Jamieson Way, Building B, Room 105, Brevard MPO Conference Room. All interested vendors are encouraged to attend, however attendance is NOT mandatory. Requests for information concerning procedures for responding to the bid, must be made in writing to Laura Carter, Project Coordinator, Metropolitan Planning Organization, 2725 Judge Fran Jamieson Way, Bldg B, 1st Floor, Room 105, Melbourne, FL 32940 (e-mail: laura.carter@brevardcounty.us). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the MPO and posted on the MPO website.

Bidders shall promptly notify the MPO staff, prior to submission of their bid, of any ambiguity inconsistency, or errors, which they discover upon examination of the bid documents. No interpretation of the meaning of the specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for interpretation must be in writing addressed to Laura Carter, Project Coordinator, at the Metropolitan Planning Organization, 2725 Judge Fran Jamieson Way, Building B, 1st Floor, Room 105, Melbourne, FL 32940 or sent via e-mail to laura.carter@brevardcounty.us. To be given consideration, such requests must be received no later than **Friday, August 15, 2008, 2:00 p.m.**

Receiving of Bids

All bids to be considered shall be in the MPO office no later than 2:00 p.m. on August 22, 2008. Vendor shall submit one (1) original bid. Bids may be delivered or mailed to the Metropolitan Planning Organization, 2725 Judge Fran Jamieson Way, Bldg. B, 1st Floor, Room 105, MS#82, Melbourne, FL 32940. The responsibility for obtaining, completing, and submitting this request for bid shall be solely and strictly the responsibility of the vendor. MPO staff shall in no way be responsible for delays caused by the United States Postal Service or caused by any other occurrence. Bids received after the time and date stipulated shall be considered non-responsive and returned to the vendor.

(Note: Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to the MPO on the 1st floor of Building B at the Viera Government Center at the address mentioned above. To be considered, your bid must be accepted in the MPO staff offices by the closing date and time deadline. If the bid is delivered anywhere else, it may or may not reach the MPO in time.

Delivery: The MPO will NOT pay for any shipping costs associated with the vendor's delivery against this bid. All prices shall include applicable charges for delivery and unloading. Must have inside delivery.

Vendor must be located within a forty (40) mile radius of the Brevard County Government Center, located at 2725 Judge Fran Jamieson Way, Melbourne, FL 32940.

The printing requirements of the MPO are for black and white products, consisting mainly of monthly agenda packages that are a copying function.

Original products may be transmitted via e-mail in electronic .pdf format or will be posted to an FTP site to be downloaded by the selected vendor.

Bidded prices shall be held for one year. Revised cost estimates may be submitted as outlined in SECTION 4 – COMPENSATION of the Services Agreement.

The MPO is not authorizing guaranteed quantities. It is not the intention of the MPO to buy the business in advance.

Bid Checklist

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

	Required	Not Required
Signed Offer Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signed Price Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review/acceptance of Service Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Award: As in the best interest of the MPO, the right is reserved to make award(s) to the most responsible bidder, by individual items, all or none, or a combination thereof; on a geographical basis; to reject any and all bids or waive any minor irregularity or technicality in the bid.

OFFER SHEET
INVITATION TO BID #B09-01
BID FOR MISCELLANEOUS BLACK & WHITE PRINTING
BREVARD METROPOLITAN PLANNING ORGANIZATION

OFFER

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

Date

Printed Name

Title

Company's Legal Name

Address

City, State & Zip Code

Telephone Number

Fax Number

E-mail address

PRICE SHEET - EXHIBIT A
BID #B09-01
BID FOR MISCELLANEOUS BLACK & WHITE PRINTING
BREVARD METROPOLITAN PLANNING ORGANIZATION

The Brevard MPO prepares monthly agenda packages for its Technical and Citizens Advisory Committees (TAC/CAC) and for the MPO Board. The TAC/CAC and MPO meet once a month, ten times a year (there are no meetings normally scheduled in January and June). Please review the following requirements and provide a copy price for each item.

PACKAGES MUST BE PICKED UP (OR DOWNLOADED FROM FTP SITE), PRINTED AND DELIVERED TO THE MPO OFFICE WITHIN TWENTY-FOUR (24) HOURS.

Please note that the number of pages will fluctuate month to month. Copy price per page shall include assembly and delivery.

Item Description	Copy Price per page*
A. Double-sided copies on 3 hole punch paper, unbound with colored (8 ½ x 11) inserts separating agenda items <i>(Monthly number of packages assembled in this manner is 27 with approximately 150 pages per package.)</i>	
B. Double-sided copies on un-punched paper and stapled in top left corner <i>(Monthly number of packages assembled in this manner is 168 with approximately 150 pages per package.)</i>	

Vendor Name _____

Authorized Signature _____ Date: _____

SERVICES AGREEMENT

This agreement is entered into this _____ day of _____, 2008, by and between the Brevard Metropolitan Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes, hereinafter referred to as the MPO, and _____ hereinafter referred to as CONTRACTOR.

For and in consideration of the mutual agreement hereinafter contained, the MPO hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide printing services as prescribed herein.

SECTION 1 – SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation as needed to perform all types of printing services specified in the Invitation to Bid #B09-01, made a part hereof by this reference and hereinafter referred to as “services”.

The CONTRACTOR shall copy and deliver black and white agenda packages within twenty-four (24) hours.

The CONTRACTOR shall furnish black and white copying services for the TAC/CAC packages on double-sided, 3-hole punched unbound paper with assembly using color paper for agenda item separation at a cost of _____¢ per page.

The CONTRACTOR shall furnish black and white copying services for the TAC/CAC packages on double-sided, un-punched paper and stapled in top left corner at a cost of _____¢ per page.

The CONTRACTOR shall furnish black and white copying services for the MPO packages on double-sided, 3-hole punched unbound paper at a cost of _____¢ per page.

The CONTRACTOR shall furnish black and white copying services for the MPO packages on single sided, un-punched paper and stapled in top left corner with assembly using color paper for agenda item separation at a cost of _____¢ per copy.

SECTION 2 – TERM OF CONTRACT

The term of the Agreement shall begin _____, 2008 and continue through August 31, 2011. The MPO shall have the option to renew this agreement for an additional two (2) year period, by giving sixty (60) days prior written intention to the CONTRACTOR. The MPO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature or Federal government, if the terms of this Agreement extend beyond the current fiscal year.

SECTION 3 – PAYMENT AND PARTIAL PAYMENTS

The MPO shall pay the CONTRACTOR for services and equipment furnished provided under this agreement as provided in Exhibit A of this agreement and made a part of this agreement by this reference. The CONTRACTOR shall provide the MPO with quarterly invoices for services rendered or other mutually agreed upon schedule. The MPO reserves the right to deduct from any CONTRACTOR invoice an amount for defective or nonconforming equipment or work, or for equipment or work not provided but invoiced. The MPO shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, *et seq.* Except as otherwise provided in this Agreement, the Florida Prompt Payment Act shall guide payment methods, the rejections of goods or services provided, and other MPO/CONTRACTOR actions as set forth in the Act.

Subject to the MPO's right to withhold any amounts reasonably necessary to complete or correct invalid or substandard work, the MPO shall make payments to the CONTRACTOR for all authorized services performed under this Contract.

SECTION 4 – COMPENSATION

The MPO agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees completed on a unit cost basis. Compensation shall be based on the unit costs set out in the bid form.

The unit prices contained in the bid form shall remain in effect for one year. The CONTRACTOR may submit in writing to the MPO revised cost estimates and a justification for the revisions. Any proposed change in rates by the CONTRACTOR shall be subject to the prior approval of the MPO or MPO Staff Director. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the MPO. In the event the CONTRACTOR requests a change in rate, either party may terminate this Agreement in accordance with Section 19 should the proposed rates or fees not be mutually acceptable.

SECTION 5 – SCHEDULE OF WORK

The MPO shall have the sole right to determine on which sections of the work the CONTRACTOR shall proceed and in what order.

SECTION 6 – RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR consistent with business and printing standards and practices in the printing industry within the East Central Florida area (i.e. – Orange, Seminole, Brevard and Volusia Counties) and to the requirements of the MPO. The MPO staff director shall decide and dispose of all claims, questions, and disputes arising under this Contract. Such determination shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or

unreasonable. In the event the CONTRACTOR does not concur with the decisions of the MPO staff director, within ten (10) days after determination by staff director, the CONTRACTOR shall present any such objections in writing to the MPO Chairman for a determination. Upon written request, any adverse determination by the Chairman shall be referred to an appeal board comprised of three (3) representatives of the MPO Governing Board, for review and disposition at a hearing to be held within twenty (20) days after receipt at the MPO office of the notice of appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the appeal process established in this Agreement and provided further that the CONTRACTOR strictly abides by the ten day time deadline set forth in this paragraph.

SECTION 7 – CONTINGENT FEES

The CONTRACTOR warrants that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employee fee commission regularly paid to a salesman, and that there has been no fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the MPO shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 8 – PRINTING SERVICES

The CONTRACTOR warrants the adequacy and accuracy of the printing to be produced under this agreement, and agrees to correct any errors, inconsistencies and omissions in type, clarity, or quality of printing, quantity of printing, type of paper stock utilized, or otherwise all at no additional cost to the MPO provided the errors were not a result of originals provided by the MPO. All corrections of any errors, inconsistencies or omissions shall be accomplished on an expedited basis and at the earliest time unless otherwise agreed to by the MPO.

SECTION 9 – TIME OF COMPLETION

A reasonable extension of time shall be granted in the event there is a delay on the part of the MPO in fulfilling its part of the Agreement or should weather conditions, acts of God or hidden conditions delay performance of the CONTRACTOR'S duties.

SECTION 10 – REUSE OF DOCUMENTS

The CONTRACTOR may not reuse any copied/printed products developed by the MPO without the express written permission from the MPO. All original instruments provided

to the CONTRACTOR by (or at the direction of) the MPO shall remain the property of the MPO and shall be immediately returned upon request to the MPO as directed by the MPO regardless of any lack of performance or other breach of this Agreement.

SECTION 11 – QUALITY CONTROL

The CONTRACTOR acknowledges that the MPO may, but will not be obligated to periodically evaluate the CONTRACTOR'S performance and the evaluation may be used by the MPO in determining the CONTRACTOR'S qualifications for continuation of the Contract and/or for future Contracts with the MPO.

SECTION 12 – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the MPO and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work, or failure to perform or properly perform its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, or anyone acting by or at the direction or under contract with the CONTRACTOR, regardless of whether or not such claim, damage, loss or expense is caused in part by the MPO, its agents or employees.

SECTION 13 – MODIFICATIONS TO CONTRACT

This Contract, together with any exhibits, task assignments and schedules constitutes the entire Contract between the MPO and the CONTRACTOR and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

SECTION 14 – INSURANCE

The CONTRACTOR further covenants and agrees with the MPO that the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, will obtain and maintain the following types of insurance and continuously maintain said insurance throughout the term of this Agreement.

General Liability Insurance: Commencing upon the effective date of this Agreement, the Contractor shall have in effect and continuously maintain comprehensive general liability insurance providing coverage of not less than \$1,000,000 single limit liability for bodily injury or death of one or more persons from any one occurrence/property damage and not less than \$2,000,000 per occurrence with respect to the CONTRACTOR'S business and performance of the Agreement. Said insurance shall name the MPO as an "additional insured".

Worker's Compensation: Commencing upon the effective date of this Agreement, the CONTRACTOR shall have in effect and continuously maintain for all of its employees, agents, or volunteers, workers' compensation insurance at a minimum meeting all state and Federal requirements.

Motor Vehicle: Commencing upon the effective date of this Agreement, the CONTRACTOR shall have in effect and continuously maintain, for all of its employees or volunteers, such insurance to cover claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle and general liability. The insurance shall have minimum limits of coverage of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include but not be limited to Owned Vehicles, Hired and Non-Owned Vehicles, and Employee Non-Ownership. Said insurance shall name the MPO as an "additional insured".

General Insurance Requirements:

Notwithstanding the foregoing requirements, all of the foregoing insurance shall, at a minimum, include the specific coverages and be written for not less than the limits of liability and coverages provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained or the certificates (or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the MPO, and the insured by certified mail, return receipt requested. Prior to commencement of work under this Agreement, copies of the insurance policies with endorsements that the MPO has been added as an "Additional Insured" shall be delivered to the MPO. All such insurance shall be continuously maintained and remain in effect until final payment by the MPO. In the event that the CONTRACTOR shall fail to comply with the foregoing requirement, the MPO is authorized, but in no event shall be obligated, to purchase such insurance, and the MPO may bill the CONTRACTOR or deduct the cost of the aforesaid insurance from the billings to the MPO by the CONTRACTOR. The CONTRACTOR shall immediately forward (within thirty (30) days of the receipt of an invoice from the MPO) funds to the MPO in full payment for said insurance. Failure to pay as provided shall be subject to the charge of interest at the then highest legal rate permitted by law. It is expressly agreed that neither the provision of the insurance referred to the MPO nor the MPO's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage.

All insurance coverage shall be with insurer(s) rated as A+ or better, with a financial quality rating of VII or better by Best's Rating Guide (or a substantially similar successor as reasonably agreed to by both the CONTRACTOR) and licensed by the State of Florida to engage in the business of writing insurance. Unless agreed to by the MPO to the contrary, the MPO shall be named on the foregoing insurance policies as "additional insured". In the event that the rating system referenced above is eliminated, the MPO

and the CONTRACTOR shall meet and agree to a substantially similar rating system and rating which is substantially equivalent to those set forth above.

The CONTRACTOR shall cause appropriate insurance carriers to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be cancelled without thirty (30) days' prior written notice to the MPO in compliance with other provisions of this Agreement. No insurance shall be "claims made" insurance. All insurance policies shall be occurrence based.

SECTION 15 – GOVERNING LAW

This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

SECTION 16 – COMPLIANCE WITH STATUTES

It shall be the CONTRACTOR'S responsibility to be aware of and comply with all federal, state and local laws.

SECTION 17 – VENUE; NO TRIAL BY JURY

Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury. THE CONTRACTOR SPECIFICALLY WAIVES ALL RIGHT OF TRIAL BY JURY.

SECTION 18 – ASSIGNMENTS

CONTRACTOR shall not assign or sublet the performance of the agreement or any portion of this agreement.

SECTION 19 – TERMINATION

If either party fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the Contract provisions, either party may notify the other party in writing of the nonperformance and terminate the Contract or such part of the Contract as to which there has been a delay or a failure to properly perform, or alternatively, to seek specific performance. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination, shall, at the option of the MPO, become the property of the MPO. The MPO is only responsible for payment for work properly and timely completed or services provided and delivered prior to the effective date of termination. The MPO reserves the right to terminate this Contract and/or to refuse payment at anytime for faulty, deficient, or imprecise printing or failure to furnish the proper number of copies requested.

SECTION 20 – INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this agreement as an independent CONTRACTOR and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee partner, joint venturer or representative of the MPO.

SECTION 21 – RIGHT TO AUDIT RECORDS

The MPO and its auditors shall be entitled to audit the books and records of the CONTRACTOR to the extent that such books and records relate to the performance of this Agreement. Said records shall be made available, upon request, for audit purposes to the MPO and its auditors. Such books and records shall be maintained by the CONTRACTOR for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.

SECTION 22 – UNAUTHORIZED ALIEN WORKERS

The MPO will not intentionally award publicly-funded Contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (Section 274a of the Immigration and Nationality Act “INA”). Upon a CONTRACTOR’s employment of unauthorized aliens the MPO may immediately terminate this Agreement.

SECTION 23 – FEDERAL TAX ID NUMBER

The CONTRACTOR shall provide to the MPO its Federal Tax ID Number within thirty (30) days of the effective date of this Agreement. In performing services, upon proof that the MPO is a tax exempt government agency and that the work to be performed is for government agency purposes, the CONTRACTOR agrees not to charge the MPO sales or excise tax, because the MPO is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the MPO. The CONTRACTOR shall not use the MPO’s exemption number in securing such materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

SECTION 24 – EMPLOYMENT AND PROHIBITED INTERESTS

The CONTRACTOR shall not engage the services of any person or persons now employed by the MPO, including any department, agency, board or commission thereof, to provide services relating to this Contract without written consent from the MPO. No

member, officer, or employee of the MPO either during his tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

SECTION 25 – PUBLIC ENTITY CRIMES

A person or affiliate 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 a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION 26 – CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

SECTION 27 – NOTICE

Notice under this agreement shall be given by certified U.S. mail, return receipt requested; by nationally recognized over night courier; or by hand delivery as follows:

Staff Director
Brevard Metropolitan Planning Organization
2725 Judge Fran Jamieson Way, Bldg. B, Rm. 105
Melbourne, Florida 32940

Notice under this agreement shall be given by certified U.S. mail, return receipt requested; by nationally recognized over night courier; or by hand delivery as follows:

[ENTER CONTRACTOR CONTACT INFO HERE]

Notice shall be deemed to have been given upon receipt of the above when hand delivered, or upon deposit in the U.S. mail or deposited with a nationally recognized over night courier, all when properly addressed as set forth above. The person or address to which any notice, demand or other writing may be given, made or sent, as above provided, may be unilaterally changed by written notice given by such party by giving notice.

SECTION 28 – USE OF FEDERAL FUNDS

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 any 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.

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 Form to Report lobbying”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance is 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.

SECTION 29 – NONDISCRIMINATION

Compliance with Regulations. The MPO and the CONTRACTOR shall comply with the regulations of U.S. Department of Transportation relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation, which are herein incorporated by reference and made a part of the contract.

Nondiscrimination. The MPO and the CONTRACTOR, with regard to the work performed by it after award and prior to completion of the contract work will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of contractors and subcontractors, including procurements of material and leases of equipment. The MPO and the CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Federal regulations.

The MPO will take such action with respect to any subcontract or procurement as the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event the MPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the MPO may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 30 – RESTRICTIONS, PROHIBITIONS, CONTROLS, AND LABOR PROVISIONS

(a) Federal Participation. It is understood and agreed that, in order to permit federal participation in the expenditure of PL Funds, this agreement may be subject to the approval of FHWA or Florida Department of Transportation.

(b) Nondiscrimination. The MPO and the CONTRACTOR, with regard to the work performed by it after award and prior to completion of the contract work will not discriminate on the grounds of race, color, disability, religion, sex or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The MPO and the CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR part 21, Appendix B.

(c) Solicitations for subcontracts, including procurement of materials and equipment. The CONTRACTOR is hereby advised by the MPO of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, or national origin. The CONTRACTOR is further advised that the MPO will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event the MPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the MPO may request the State of Florida to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

(d) Record-keeping and document retention. The CONTRACTOR and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.

(e) Prohibited Interests. Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which a member, officer, or employee of the MPO either during his or her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO and such disclosure is entered in the minutes of the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement.

(f) No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

(g) As required by 49 CFR 26.13, the CONTRACTOR is advised that the MPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any DOT-assisted contract or in the administration of its DBE (“Disadvantaged Business Enterprise”) program or the requirements of 49 CFR Part 26. The MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The MPO’s DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in the Planning Funds agreement between the MPO and the Florida Department of Transportation (“FDOT”). Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the MPO’s agreement with the FDOT. Upon notification to the MPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this _____ day of _____, 2008.

BREVARD METROPOLITAN PLANNING ORGANIZATION, an agency of the State of Florida organized and operating Pursuant to Section 339.175, Florida Statutes

By: _____,
its Staff Director

ATTEST:

Barbara Kelly, Agency Clerk (SEAL)

CONTRACTOR:

By: _____,
its President
Address: _____

Signature of witness
Print Name: _____