



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

**REQUEST FOR QUALIFICATIONS
FOR
GENERAL DESIGN AND ENGINEERING SERVICES**

RFQ NO. 23-02

ADDRESS FOR SUBMITTAL:

**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE (MTECC)
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL**

DATE ISSUED: May 12, 2023

CLOSING DATE and TIME: June 7, 2023 @ 4:00 P.M. EST

THE RESPONSIBILITY FOR SUBMITTING A SUBMITTAL FOR THIS RFQ AT THE MTECC HEADQUARTERS ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER.

REQUEST FOR QUALIFICATIONS NO. 23-02

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DEFINITION OF TERMS

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

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

AGREEMENT: The document titled “Agreement” that when executed by MTECC and the Successful Proposer(s) establishes an enforceable commitment by the parties to comply with the terms of the Contract Documents.

CHANGE DIRECTIVE: A unilateral written order issued by MTECC, whether contingent or not, directing the Contractor to perform additional work.

CONTRACT DOCUMENTS OR CONTRACT: The Agreement, RFQ, the Technical Specifications or Scope of Services, the General Terms and Conditions, the Special Terms and Conditions, the Contractor’s Submittal, Fee Proposal, Work Orders and all other documents included as attachments to these documents or incorporated into them by reference.

CONTRACT AMOUNT: The total amount of the Agreement between the Successful Proposer(s) and MTECC for provision of General Design and Engineering Services.

CONTRACT AWARD: The approval granted by the MTECC Board authorizing MTECC to execute the Contract.

CONTRACT DOCUMENTS MODIFICATION: All amendments and Change Directives associated with the Contract Documents.

CONTRACTING OFFICER: The Chief Procurement Officer of the Broward MPO has been designated by the MTECC Interim Executive Director as the Contracting Officer for MTECC, who shall supervise the procurement. The term includes, except as otherwise provided in this Contract Documents, the authorized representative of the Contracting Officer acting within the limits of his or her authority.

CONTRACTOR or CONSULTANT: The Successful Proposer(s), as approved by the MTECC Governing Board, which has entered into a bilateral fully executed Agreement with MTECC.

EVALUATION/SELECTION COMMITTEE: The committee appointed to review and evaluate the RFQ Submittals, determine the final ranking and make a recommendation of award to the MTECC Executive Director.

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE: (“MTECC”, or “Agency”), which will serve as the contracting agency.

MTECC BOARD: The Governing Board of MTECC.

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

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

MTECC TASK MANAGER: The MTECC authorized representative having the responsibility to oversee and manage individual Work Orders.

PROJECT: The Scope of Services, Services or Work as defined and described in the Contract Documents. The list of potential projects covered by this Contract is contained in Attachment “A”.

PROGRAM MANAGEMENT PROJECT MANAGER: The contractor or consultant project manager for the direct oversight of the design contractor or consultant on behalf of MTECC, operating under the direction of the MTECC Executive Director.

PROPOSER: The business entity or entities that submits a RFQ Submittal for this RFQ.

RFQ SUBMITTAL or SUBMITTAL: The written information that the Proposer submits in response to the RFQ.

SOLICITATION DOCUMENTS: The documents used to solicit RFQ Submittals, including all addenda.

SUBCONTRACTOR or SUBCONSULTANT: An individual, contractor, or corporation having a direct contractual relationship with the Contractor or with any other Subcontractor for performance of a part of the Work for the Project. Subcontractors include any of the Contractor’s affiliates.

SUCCESSFUL PROPOSER(S): The Proposer(s) that, after evaluation and ranking, has been ranked the highest responsive and responsible Proposer(s), as approved by the MTECC Board.

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

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

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1.0 - RFQ REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY

The contracting agency is the Metro Transportation Engineering and Construction Cooperative (“MTECC”), created by interlocal agreement pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969 and established as a “separate legal entity” to carry out the purposes of the interlocal agreement pursuant to Section 163.01(7). MTECC is governed by a 3-member appointed Board that are appointed elected officials of the founding member municipalities. All MTECC procurement activities are governed by the MTECC Procurement Policy.

1.2 INTRODUCTION / INVITATION

MTECC intends to enter into indefinite delivery indefinite quantity (IDIQ) contracts with multiple qualified Proposers to provide General Design and Engineering Services to MTECC as more fully described in the Scope of Services. All Proposers and team members must be FDOT pre-qualified. Each contract period of performance shall be for an initial term of three (3) years, with MTECC’S sole discretion to extend the agreement for up to a total term of five (5) years. The contract budgetary ceiling amount of the awarded IDIQ contract will be Not To Exceed (NTE) \$5 million over the full term of the five-year contract. MTECC shall request Contractor’s services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

This Request for Qualifications (“RFQ”) solicits written responses from qualified Proposers interested in providing the Services needed for this Project. The Successful Proposer awarded a contract for MTECC’s General Program Management Services is prohibited from being awarded a contract under this RFQ.

1.3 PURPOSE

The purpose of the RFQ is to assist MTECC in the evaluation of each Proposer’s ability to provide the desired Services.

This document shall outline the elements of the RFQ Submittal, the RFQ evaluation method, Contractor(s) selection process, and Contract(s) execution. MTECC intends to execute multiple Contracts with the responsive and responsible Contractor(s) whose RFQ Submittal is determined to be the most advantageous to MTECC.

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1.4 SCHEDULE OF EVENTS

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

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Date (Date Issued)	5/12/23	See MTECC Website	MTECC Website: http://www.browardmpo.org/major-initiatives/metro-transportation-engineering-construction-cooperative-mtecc
Pre-Submittal Conference	5/16/23	11:00 am	ZOOM VIRTUAL ONLY: https://us02web.zoom.us/webinar/register/WN_xU4DzIttSAqM4ky3DPTV1w
Deadline for Questions (Submit via email only)	5/23/23	5:00 pm	Via Email to MTECC Contracting Officer: Brossc@browardmpo.org
Deadline for Proposals Due Advertisement Closing Date	6/7/23	4:00 pm	MTECC/BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Public Announcement of Proposals Received	6/7/23	On or about 4:15 pm	MTECC/BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Evaluation of Proposals and Determination of Shortlist	6/15/23	On or about 2:00 pm	MTECC/BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Oral Presentations/Interviews of Shortlisted Proposers.	6/22/23	On or about 9am to 12pm Order Selected in a Random Drawing	MTECC/BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluate and Recommend	6/22/23	On or about 2:00 pm After the last firm presentation	MTECC/BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	6/26/23	On or about 2:00 pm	MTECC Website: http://www.browardmpo.org/major-initiatives/metro-transportation-engineering-construction-cooperative-mtecc
MTECC Board Approval of Intended Award	7/13/23	On or about 11:00 am	MTECC/BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

1.5 PRE-SUBMITTAL CONFERENCE

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

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

1.6 ORAL INSTRUCTIONS AND COMMUNICATIONS

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

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

Any questions, requests for interpretations or supplemental instructions arising from this RFQ must be submitted in writing to MTECC's Contracting Officer, Mr. Christopher Bross, by e-mail at brossc@browardmpo.org. Mr. Bross shall be the sole point of contact for this procurement and can be reached at (954) 876-0064. In order for questions to be answered in a timely manner, they must be received no later than the date and time specified in Section 1.4 above. Written questions received after the date specified in Section 1.4 may not be answered. Proposers are responsible for ensuring that their questions have been received by MTECC.

1.6.2 CONE OF SILENCE PROHIBITION ON COMMUNICATIONS.

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

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

1.7 ADDENDA AND CLARIFICATION

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

All Addenda will be in writing from MTECC with content and number of pages described to all Proposers. Each Proposer must acknowledge receipt of all Addenda by signing the acknowledgment in the Addendum Acknowledgment on the Proposal Form (Exhibit 2). In the event of conflicts in the Addenda, the most recent Addendum will govern.

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

1.8 ADDRESS FOR THIS RFQ

Mail or deliver all RFQ Submittals to:

Mr. Christopher Bross
Contracting Officer
Metro Transportation Engineering and Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Phone: 954-876-0064
Email: brossc@browardmpo.org

1.9 SUBCONSULTANTS AND SUBCONTRACTORS

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

The Proposer shall provide a list with its RFQ Submittal of all Subconsultants and Subcontractors that may perform Services on the Project, to include the major and minor work types identified in the Scope of Services that they are qualified to perform. No changes to the list of Subconsultants and Subcontractors can be made after the deadline for submitting of RFQ Submittals without prior, written approval by MTECC.

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

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

1.10 RIGHT TO REJECT

1.10.1 General. MTECC, at its sole and absolute discretion, reserves the right to cancel and withdraw this RFQ at any time, to reject any or all RFQ Submittals.

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

1.10.3 Submittals may be rejected if more than one RFQ Submittal is received from a Prime Contractor (the “Proposer”) to include an individual, firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all Submittals in which such Proposer has participated.

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

1.10.5 MTECC staff shall perform an initial responsiveness determination of RFQ Submittals received. Any RFQ Submittal containing conditions that may change the terms and conditions of the Contract Documents will be rejected as nonresponsive. Conditions include assumptions, exceptions, qualifications, points of discussion, and all other terms submitted by Proposers that may materially affect the Work.

1.10.6 If a Proposer desires to request a condition to be considered, the Proposer must submit their request to MTECC in writing during the period of time the Proposer may ask questions as outlined in this RFQ. When submitting a condition to be considered during the question period, the Proposer shall specifically reference the corresponding section, paragraph and page number it wishes to be considered changed. Failure to follow these simple instructions will result in RFQ Submittals being found nonresponsive.

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

1.10.8 All questions or request for changes to the Solicitation Documents may only be submitted during the question and answer period. All RFQ Submittals, generally, are public records subject to the provisions of Chap. 119, Fla. Stat., unless there is a specific exemption that applies to some portion of the Submittal. Only those pages to which a public records exemption applies shall be marked as “confidential”, “proprietary” or “trade secret” with the correct statutory citation for the exemption stated on each page containing information that the Proposer claims is exempt. For every page marked “confidential”, “proprietary” or “trade secret”, the Proposer shall provide, in compliance with Florida law, the same page with such information redacted.

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

1.11 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF SUBMITTALS

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

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

RFQ WITHDRAWAL
RFQ NUMBER
TITLE OF RFQ
DUE DATE

1.12 RFQ SUBMITTAL REQUIREMENTS

RFQ Submittals shall consist of two parts: (1) a Technical Proposal in a sealed envelope; and (2) a separate sealed envelope containing the completed Required Documents (listed below). All Proposers must submit ONE (1) original printed document and FIVE (5) printed copies of their Technical Proposal. Only ONE (1) original of each of the Required Documents is to be provided. Within the sealed envelope(s) for the Technical Proposal, Proposers shall also provide ONE (1) complete electronic version, in PDF format, of the Technical Proposal on FLASHDRIVE. In the event of a conflict, the original printed document Technical Proposal will take precedence.

The one (1) printed original and five (5) printed copies of the **Technical Proposal** shall be placed in one (1) or more sealed envelopes that shall be clearly marked as follows:

MTECC
RFQ No. 23-02
General Design and Engineering Services
Technical Proposal
RFQ Due Date
Proposer's Name

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

MTECC
RFQ No. 23-02
General Design and Engineering Services
Required Documents
RFQ Due Date
Proposer's Name

Required Documents:

Proposal Form (including acknowledgement of all addenda)
Contractor's Qualification Certification
Drugfree Workplace Certification
Debarment & Suspension Certification (for Prime Contractor and for all Subcontractors)
Truth in Negotiation Certificate
Declaration of Non-Collusion Certificate
Certification of Restriction on Lobbying
Schedule of Subcontractors
E-Verify Certification
Certification Scrutinized Companies
DBE Participation Statement and Bid Opportunity List
Bid Opportunity List
Non-Discrimination Affidavit
Proposer's Financial Information

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

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

Failure to acknowledge all Addenda on the Proposal Form (Exhibit 2) issued by MTECC shall be cause for rejection.

RFQ Submittals MUST be structured in the format outlined by MTECC in Section 1.13 of the RFQ. RFQ Submittals that do not meet this requirement may be rejected.

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

The Technical Proposal must be on paper size 8 ½” x 11” with a minimum font size of 12pt. Technical Proposals are not to exceed ten (10) single-sided pages (exclusive of the cover letter, table of contents, section dividers, and Required Documents). Only easily removable plastic or metal binding should be used. Technical Proposals that do not meet these requirements may not be accepted for review. The decision to deem a Submittal non-responsive for failing to comply with the 10-page limit, shall be determined by MTECC staff at its sole and absolute discretion and shall be made during the initial responsiveness determination.

Proposers not submitting RFQ Submittals, but wishing to continue receiving Advance Notice of Solicitations, are requested to return the No Submittal Notice found in the RFQ Package.

1.13 RFQ SUBMITTAL CONTENT

1.13.1 TECHNICAL PROPOSAL

The Technical Proposal will be scored using the maximum point assignments shown on the RFQ Evaluation Criteria provided in Exhibit 1. Each criterion has an established point value.

Technical Proposals must be formatted as described below.

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

Section	Title
	Cover Letter
	Table of Contents
1.0	Qualifications and Experience
2.0	Personnel
3.0	Technical Approach
4.0	Project Understanding

The Technical Proposal should be organized as follows:

COVER LETTER:

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

limit.

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

TABLE OF CONTENTS:

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

SECTIONS:

Refer to Exhibit 1 for Evaluation Criteria and point allocation for the following sections of the Technical Proposal:

1.0 Qualifications and Experience

Outline the Proposer's qualification and experience as a design and engineering services consultant (DEC) for government agencies at the state and local government level in supporting the delivery of Federal, state and local government funded projects. Discuss the qualification and experience administering the DEC in an efficient manner and providing the appropriate technical services for the client in a timely manner. Provide no more than three relevant examples in the past five years for supporting key elements of the scope of services in Section 4.0 with a priority on Florida based DEC services for a Federal funded project. Include key subconsultants that the Proposer will rely upon to support the technical services in the summary of qualification and experience and discuss what services this firm will provide for the DEC. Identify proposer experience with the Florida Department of Transportation (FDOT) and specifically in delivering Local Agency or LAP projects by local governments funded through FDOT.

2.0 Personnel

Provide the list of key personnel and proposed organizational structure of the DEC. Provide the specific individuals for the DEC Principal and Project Manager including their qualification and experience in delivering DEC services. Provide no more than three relevant examples in the past five years for delivering DEC services for state and local governments. The Proposer can provide resumes for team leads on the organization structure as examples if desired. Please outline the level of professional staffing available in Southeast Florida, Florida and for specific expertise in the overall firms included in the Proposer team. MTECC understands due to the nature of the DEC for a new organization that staffing identified in the organizational chart may change and detailed resumes will be provided during the Task Work Order qualifications based selection process and prior to negotiations of each Task Work Order.

3.0 Technical Approach

Outline the Proposer's approach to working with a new entity (MTECC) with limited staff and budget to move MTECC forward as an organization. Identify the Proposer's approach to growing with MTECC as the organization supports the member municipalities in delivering projects on behalf of the members. Outline the Proposer's approach to partnering with the

member municipalities, FDOT, permitting agencies, design consultants, CEI consultants, contractors and other key partners to support the delivery on MTECC projects. Provide the DEC's approach to developing task orders, identifying projects managers for design consultants, accessing technical expertise when required and providing timely reporting to MTECC and its members and partners. Provide no more than two relevant examples of partnering as a DEC in delivering key projects on behalf of state and local governments that illustrates a number of these technical approaches.

4.0 Project Understanding

Discuss the Proposer's understanding of the DEC services to be provided to MTECC. Discuss the Proposer's understanding of the purpose of MTECC. Discuss the Proposer's understanding that MTECC is a new local government interlocal agency with limited budget and that projects will be identified by member municipalities for delivery by MTECC. Discuss the Proposer's understanding that MTECC relies on other entities for funding support and that projects must be managed tightly within project budgets. Discuss the understanding that many of the early projects under consideration for MTECC are LAP projects to be delivered as the request of a member municipality in partnership with FDOT and the member municipality. Discuss the Proposer's understanding that the DEC will serve as key staff for MTECC on technical issues and serve at the pleasure of the MTECC Board and Executive Director.

1.13.2 MTECC REQUIRED DOCUMENTS

TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE:

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

FINANCIAL INFORMATION

Proposer shall include with the Required Documents relevant information regarding its financial stability and strength. Each Proposer shall provide a copy of the most recent Dun and Bradstreet report. A parent company Dun and Bradstreet report is acceptable. A copy of the most recent audited financial statements will be accepted if a Dun and Bradstreet report is unavailable. Financial Information will be reviewed by MTECC prior to the evaluation process set forth in Section 1.14 below as a factor to determine responsibility of the Proposer.

1.14 EVALUATION PROCESS

The final selection of the Successful Proposer(s) will be based upon the evaluation of Technical Proposals and the Oral Presentations provided by the shortlisted Proposers, as described herein (the "Evaluation Process").

1.14.1 Evaluation Criteria and Relative Weights

MTECC has established the following relative weights for the Technical Proposal.

Technical Proposal – Maximum 100%

- Qualifications and Experience – Maximum 40%
- Personnel – Maximum 20%
- Technical Approach – Maximum 20%
- Project Understanding – Maximum 20%

1.14.2 Technical Evaluation Criteria Scoring

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

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

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

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

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

1.14.3 Evaluation Selection Committee Scoring of Technical Proposals

Proposals will be evaluated by an Evaluation and Selection Committee (“Committee” or “ESC”) appointed by the Executive Director or his/her designee. Each member of the ESC shall receive a copy of each Technical Proposal deemed to be initially responsive, as determined by the Contracting Officer. The ESC members will independently evaluate the Technical Proposals for responsiveness and then score the Proposals using the RFQ Evaluation Criteria set forth in Exhibit 1 prior to the ESC meeting. At the ESC meeting, the Committee will first review each Proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ and make a determination of responsiveness of the Proposals. Failure to comply with any mandatory requirements, as determined by the Committee, will disqualify a Proposal. The Committee will discuss their independent evaluations of the responsive Proposals based on the evaluation criteria set forth in Exhibit 1. Prior to announcing their scores, the ESC members may ask questions of each other, have discussions and make adjustments to any scoring. ESC members will then announce their scores per criterion. This process is conducted until all ESC members have announced their scores for all of the Technical Proposals evaluated. For every Technical Proposal evaluated, the scores shall be averaged for each criterion (“Average Criterion Scores”). The Average Criterion Scores shall be weighted, if applicable, and totaled to determine each Technical Proposal’s Total Technical Proposal Score.

Based on the ESC members scores, the Committee shall reduce the number of Proposers (shortlist) to a minimum of five (5) for further evaluation. The Committee will conduct Oral Presentations to include a question and answer format and discussions with the shortlisted Proposers regarding

clarification of their Proposals. The Committee may request additional information in writing from the shortlisted Proposers during this phase of the Evaluation Process.

The Oral Presentations are mandatory and will be held in the Board Room on the 6th Floor, Suite 650 at the Broward Metropolitan Planning Organization Office located at 100 West Cypress Creek Road, Fort Lauderdale, Florida 33309. There will also be a virtual option to participate in the Oral Presentations. The order of the Oral Presentations will be determined by a random drawing at the ESC Meeting. Further instructions will be provided to the shortlisted Proposers prior to the scheduled date of the Oral Presentations.

Following Oral Presentations with each shortlisted Proposer, the Committee will evaluate and score the shortlisted Proposers Oral Presentations, based on presentations and responses to standardized questions asked by the ESC of each shortlisted Proposer. For each Oral Presentation evaluated, the scores shall be averaged for each criterion (“Average Criterion Scores”). The Average Criterion Scores shall be weighted, if applicable, and totaled to determine each Oral Presentation’s Total Oral Presentation Score.

The Committee shall then rank and vote on the final recommendation of the highest qualified shortlisted Proposer(s) based on the Committee’s final Total Technical Proposal Scores and final Total Oral Presentation Scores. For determining the final recommendation, Total Technical Proposal Scores shall be weighted sixty percent (60%) and Total Oral Presentation Scores shall be weighted forty percent (40%). The Committee shall provide its recommendation to the MTECC Executive Director for review and if approved, to recommend award to the MTECC Board for final approval. In the event the final Committee scoring results in a tie for rankings of the most highly qualified Proposer(s), the Committee shall select the Proposer with the highest average ranking based on the individual Committee member rankings, with One (1) being the highest ranked, Two (2) being the second highest ranked, and so on. If there is still a tie, the Committee shall rank the Proposers that are tied based on the final scoring for the highest weighted Technical Proposal evaluation criterion.

Upon Executive Director approval of the Committee’s recommendation, the Successful Proposer(s) will be notified in writing to submit the Fee Package. The Fee Package must consist of the following information for all members of the proposed team:

- A spreadsheet with a listing by firm of each proposed staff member, the personnel category to be used on this contract, and the corresponding Actual Raw Hourly Rate.
- Current year certified audit package inclusive of costs and salaries. The FDOT “Carliayn Kell” qualification letter should be included. For those firms that are not performing work for FDOT, audited overhead rates certified by an independent Certified Public Accounting firm shall be acceptable. For smaller firms, certified loaded billing rates are acceptable.
- DBE Certification for DBE team members.

After receipt and acceptance of the Fee Package, the MTECC Executive Director will recommend to the MTECC Board a contract award to the Successful Proposer(s) whose RFQ Submittal is deemed to be the most advantageous to MTECC.

The Successful Proposer(s) shall execute a contract with MTECC, in the same form attached as Exhibit 16 to the RFQ

1.15 REVIEW OF FACILITIES AND QUALIFICATIONS

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

1.16 PROTEST PROCEDURES

Definitions

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

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

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

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

With respect to any Protest of Contract Award, the Notice of Protest shall be filed within the Protest Period and be accompanied by a Protest bond in the amount of 1% of the Contract amount or \$25,000, whichever is less. In the event the Interested Party receives an adverse determination on its Protest, the bond shall be forfeited to MTECC to compensate MTECC for the expenses of administering the protest. If the protest is decided in the Interested Party's favor, the bond shall be returned to the Interested Party.

An Interested Party shall file a formal written Protest within ten (10) business days of filing a Notice of Protest. In order to be considered, the Protest must contain: (i) the Interested

Party's name, address, telephone number, email address, facsimile number, and taxpayer identification number; (ii) identification of the Procurement or Contract at issue; (iii) a complete and concise statement of the grounds for the Protest, supported by relevant documents; (iv) identification of all Persons with information germane to the Protest; (v) a chronology of efforts made to resolve the matter prior to filing the Protest; and (vi) a statement of the relief requested.

- (2) **Protest Decision:** The Contracting Officer shall reduce his or her decision to writing and shall transmit or otherwise furnish a copy of the decision to the Interested Party. The decision of the Contracting Officer shall be final and conclusive unless, within seven (7) business days from the date of such decision, MTECC receives from the Interested Party a written request for review of the decision addressed to the Executive Director. The decision of the Executive Director shall be final and conclusive.
- (3) **Continuation of Performance:** The Contracting Officer shall determine whether MTECC will proceed with Contract Award or, if the Contract has been awarded, whether to suspend performance of the Contract, pending a decision on the Protest. MTECC has no obligation, however, to suspend award or performance of the Contract in the event of a Protest.
- (4) **Remedies:** If MTECC determines that a Protest is valid, the Executive Director, at his or her sole discretion, may: (i) direct the Contracting Officer to issue a new or amended Solicitation; (ii) award the Contract or recommend that the Board award the Contract, if the Contract amount exceeds the Executive Director's approval authority; (iii) terminate or suspend performance of the Contract that is the subject of the Protest; or (iv) take any other action permitted by law to promote compliance with MTECC policies and applicable law.
- (5) **Filing of a Written Notice of Protest or Protest:** All Written Notices of Protests or Formal Protests must be filed with the Contracting Officer. All Protests must be received at the address shown on the Solicitation Documents during normal office hours of 9:00 am to 5:00 pm, local time. Failure to file a Notice of Protest or a Protest as discussed herein, shall constitute a complete and absolute waiver of any such rights.
- (6) **Informal Resolution:** The Contracting Officer may, at his or her sole discretion, agree to meet with the Interested Party within seven (7) calendar days, excluding Saturdays, Sundays and legal holidays observed by MTECC, after the filing of a Protest to attempt to resolve the matter.

**SECTION 2.0
GENERAL TERMS AND CONDITIONS**

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2.0 - GENERAL TERMS AND CONDITIONS

2.1 EXAMINATION OF DOCUMENTS

The submission of a RFQ Submittal will constitute an incontrovertible representation by Contractor that Contractor has complied with every requirement of the RFQ; that without exception, the RFQ Submittal is premised upon performing and furnishing the Work required by the RFQ and applying the specific means, methods, techniques, sequences, or procedures for the Work that may be shown or indicated or expressly required by the RFQ; that Contractor has given MTECC written notice of all conflicts, errors, ambiguities and discrepancies that Contractor has discovered in the RFQ and the written response to the notice provided by MTECC is acceptable to the Contractor; and that the RFQ is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

2.2 SUBMITTAL COSTS

Contractors submitting RFQ Submittals do so entirely at their expense. All expenses involved with the preparation and submission of a RFQ Submittal to MTECC, participation in the Evaluation Process, or any work performed in connection therewith, shall be solely the Contractor's responsibility. No payment will be made for any RFQ Submittal received, nor for any other effort required of or made by the Contractor prior to commencement of Work as defined by the Contract Documents approved by the MTECC Governing Board.

2.3 CONFLICT OF INTEREST

(a) During the term of this Contract, the Contractor is prohibited from engaging in other work with third parties that creates a conflict of interest. A conflict of interest exists if the Contractor accepts other work which is adverse to the interests of MTECC or that would impair the independence of judgment of the firm or its employees in the performance of their contractual obligations to MTECC. The Contractor may, if in doubt as to a conflict under this section, request in writing an opinion from MTECC's Legal Department regarding a potential conflict. The request shall contain all relevant facts creating the potential conflict. The opinion of the Legal Department as to whether a conflict of interest exists shall be final and binding on the Contractor. If the Legal Department determines there is an existing conflict of interest, the Contractor shall immediately take steps to eliminate the conflict up to and including terminating its relationship with the third party creating the conflict or terminating its Contract with MTECC. MTECC's Contracting Officer shall determine whether the steps taken by the Contractor are sufficient to eliminate the conflict.

(b) The following actions by the Contractor shall constitute an event of default and shall be grounds for termination of this Contract and potential disbarment from future work with MTECC:

- Failing to disclose a conflict of interest that would be created by entering into a Contract with MTECC prior to Contract award;

- Entering into a contract with a third party during the term of the Contractor's Contract with MTECC that creates a conflict of interest; or

- Failing to eliminate a conflict once a previously unknown conflict is discovered after Contract Award.

(c) If MTECC's Contracting Officer determines that a conflict of interest exists, he or she shall take into consideration the steps taken by the Contractor to immediately inform MTECC of the conflict and the measures it has taken to eliminate the conflict once discovered in determining whether to terminate its Contract with the Contractor and/or disbar it from future work with MTECC.

(d) The Contractor shall not be relieved of its obligations under this Section due to lack of knowledge of MTECC and its business dealings.

(e) The Contractor shall not enter into a Contract or arrangement in connection with the Work or any property included or planned to be included in the Work covered by this Contract, with any officer, director or employee of MTECC, or any business entity of which the MTECC officer, director or employee or the MTECC officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor of the business entity or in which such MTECC officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest.

Material interest means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Contractor shall not enter into any Contract or arrangement in connection with the Work or any property included or planned to be included in the Work covered by this Contract, with any person or entity who was represented before MTECC by any person who at any time during the immediately preceding two (2) years was an officer or employee of MTECC and who was compensated for their representation.

2.4 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any resultant Contract Documents, including any or all of its right, title or interest therein, or its power to execute such Contract Documents to any person, company or corporation without the prior written consent of MTECC.

MTECC may assign its rights and obligations under any resultant Contract Documents to any successor to the rights and functions of MTECC or to any governmental agency to the extent required by applicable laws or governmental regulations all or part of the specified deliverable items as originally competed and evaluated to one or more third parties.

2.5 FAMILIARITY WITH LAWS

The Contractor is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.

2.6 ADVERTISEMENTS

In submitting a RFQ Submittal, Contractor agrees not to use the results of the selection process as a part of any commercial advertising, without the prior express written consent of MTECC.

2.7 PUBLIC RECORDS

The Contractor shall comply with all of the applicable provisions of Chapter 119, Florida Statutes (“F.S.”), including Section 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CONTACT MTECC’S CONTRACTING OFFICER SERVING AS PUBLIC RECORDS CUSTODIAN AT 954-876-0064, brossc@browardmpo.org, Trade Centre South, 100 W. Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309.

As required by law, the Contractor must comply with the following provisions;

- Keep and maintain public records that ordinarily and necessarily would be created or required by a public agency in order to perform the services.
- Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to MTECC all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to MTECC in a format that is compatible with the information technology systems of MTECC.

2.8 REQUIRED STATEMENTS AND CERTIFICATIONS

In addition to those forms required to be submitted with the RFQ Submittal that are included in the Submittal Documents, the SUCCESSFUL PROPOSER(s) shall execute the following documents:

- Executed Contract Documents
- Proof of Insurance

2.9 INSURANCE

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed the policies set forth below. All certificates of insurance shall be subject to approval by MTECC as to form and content. These requirements are subject to amendment or waiver only if approved by MTECC in writing. A lapse in any required insurance coverage during the term of the Contract Documents shall be a breach of the Contract Documents.

MTECC reserves the right to reject coverage from any company not acceptable to MTECC and to require Contractor to obtain coverage from another source. Self-insurance shall not be acceptable under the terms of these Contract Documents.

Contractor shall furnish a certificate(s) of insurance (“Proof of Insurance” - see below) to MTECC within ten (10) business days of Contractor's receipt of fully executed Contract Documents. The certificates must include on their face that the insurance coverage provided shall include endorsements containing the specific requirements of A, B, C and D of Section 2.9.1 below. If the insurance certificate(s) is received within the specified time frame, but not in the manner prescribed, Contractor shall be verbally notified of such deficiency and shall have an additional five (5) business days to submit a corrected certificate to MTECC. If Contractor fails to submit the required insurance certificate(s) in the manner prescribed within fifteen (15) business days from the receipt of fully executed Contract Documents, the Contractor may be in default, and the Contract Documents may be rescinded. Under such circumstances, Contractor may be prohibited from submitting future responses to MTECC procurements.

Such policy or policies shall be issued by a company or companies authorized to transact business in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office.

Contractor shall use the Standard “ACORD” 25 Certificate of Liability Insurance form and Acord form 101, Additional Remarks Schedule, if necessary, evidencing that Contractor has met the insurance requirements.

Coverage shall be at least as broad as follows:

2.9.1 Contractor shall provide Commercial General Liability (CGL) Insurance afforded on a form no more restrictive than the latest edition of the CGL Policy (ISO form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements

other than those which are required by the State of Florida or those which, under an ISO filing, must be attached to the policy (i.e. mandatory endorsements) and those described below which would apply to the services contemplated by the Contract Documents.

At a minimum, the CGL policy described above shall include policy limits of:

- A. One Million Dollars (\$1,000,000) for each occurrence of bodily injury and property damage
- B. Two Million Dollars (\$2,000,000) annual aggregate per project
- C. One Million Dollars (\$1,000,000) per occurrence and policy aggregate for personal injury and advertising injury

In addition, Contractor's coverage shall provide:

- A. An endorsement giving MTECC a minimum of ten (10) days' notice of cancellation for nonpayment of premium and thirty (30) days' notice of cancellation for any other reason, nonrenewal and/or added restriction
- B. An endorsement naming MTECC as additional insured. Coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 (ongoing operations) and CG 20 37 (completed operations) forms, excluding CG 24 17, if the later forms are used.
- C. That the coverage provided to the additional insureds by the Contractor is primary to any other insurance coverage or self-insurance maintained by the additional insureds. To the extent other insurance may respond to a claim, it shall be considered excess to the limits of Contractor's insurance policies required by the Contract Documents.
- D. An endorsement stating that the insurance company waives all of its rights of recovery under subrogation, a transfer of rights, or otherwise, against MTECC, any additional insureds, separate contractors, and subcontractors.
- E. A deductible no greater than \$10,000. All deductible amounts shall be borne by the Contractor.

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

2.9.2 Contractor shall provide Worker's Compensation Insurance applicable to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the minimum limit of One Hundred Thousand Dollars (\$100,000).

2.9.3 Contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall specifically protect MTECC by obtaining an endorsement to its Automobile Liability policy naming MTECC. Coverage must be afforded on a form no more restrictive than the latest edition of the business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office with the State of Florida, and must include the following coverages:

- A. Owned vehicles;
- B. Hired and non-owned vehicles;
- C. Employees' non-ownership; and,
- D. Personal Injury, Property Damage, Uninsured Motorist, Collision, and Comprehensive coverages.

2.9.4 Contractor shall provide Professional Liability Insurance (Errors & Omissions) covering all project services in an amount not less than Two Million Dollars (\$2,000,000.00). The policy shall include a discovery period for reporting claims of not less than twelve (12) months from the date of contract completion. The Professional Liability Insurance requirement shall apply to all members of the project team within the scope of professional liability coverage for the amounts stated above. The Contractor shall be responsible for monitoring insurance compliance of all its subconsultants. Additionally, Contractor shall make available to MTECC proof of insurance of all subconsultants upon request. The insurance carrier shall endeavor to provide MTECC thirty (30) days' notice of cancellation, non-renewal and/or restriction. Professional Liability coverage applies to Errors and Omissions arising from the professional services of the Contractor. Errors and Omission policies respond to negligent acts and or errors of the named insured, where the Contractor's advice or guidance could unintentionally deviate from what is right, true, or correct and result in a loss to MTECC. The Contractor has a fiduciary responsibility to disclose such deviations to MTECC.

2.9.5 Contractor may meet minimum limitations through Umbrella Insurance that when combined with the insurance requirements above meet the overall requirements.

2.9.6 The Broward Metropolitan Planning Organization (BMPO) must be included as an additional insured on all required insurance coverages. Contractor shall list BMPO as additional insured on its certificate of insurance.

2.10 INSURANCE MISCELLANEOUS

2.10.1 Renewal of Insurance. Contractor shall be responsible for assuring that the insurance policies required by the Contract Documents remain in force with no changes for the duration of the Contract Documents. If an insurance policy is scheduled to expire during the term of the Contract Documents, Contractor shall be responsible for submitting evidence of the same type originally provided to MTECC that a new or renewed insurance policy was put in place to prevent any lapse in coverage. In the event that evidence of renewal is not provided prior to the expiration of an existing policy, Contractor shall be in breach of this Agreement and MTECC shall suspend

all payments until such time as evidence of the new or renewed policy is received by MTECC. MTECC also may take any other actions allowed under the Contract Documents for breach of the Contract Documents up to, and including, termination. Evidence of renewal shall include a Certificate(s) of Liability insurance, the policy declaration page(s) and all required endorsements.

2.10.2 In no event shall the failure by MTECC to receive evidence of insurance be construed as a waiver of the Contractor's obligation to obtain the required insurance coverages. Failure by MTECC to demand evidence of insurance or failure by MTECC to identify a deficiency in the evidence provided, shall not be construed as a waiver of the Contractor's obligation to procure or maintain the insurance required. The acceptance of delivery by MTECC of evidence of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the evidence of insurance are in compliance with such requirements.

2.10.3 Minimum Coverage. Insurance Coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude MTECC from taking such other actions as is available to it under any other provisions of the Contract Documents or otherwise in law or equity. If Contractor maintains limits higher than the minimum shown above, MTECC and any additional insureds shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MTECC and any additional insureds.

2.10.4 Insurance Company Ratings. The above indicated insurance coverages shall be issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Report, "AA" or better by Standard & Poor's Insurance Rating Service, or "AA" or better by Moody's Investors Service. MTECC reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services.

2.10.5 Waiver of Subrogation. Contractor shall require all policies of insurance that relate to the Work and that are secured and maintained by Contractor and all Subcontractors, other than professional liability insurance, to include endorsements providing that each insurance company shall waive all of its rights of recovery, under subrogation or otherwise, against MTECC, Contractor, separate Contractors, and Subcontractors.

Contractor waives all rights of recovery against MTECC, separate Contractors, and all Subcontractors, which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Work and that are secured and maintained by Contractor.

Contractor shall require all Subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against MTECC, Contractor, separate Contractors, and other Subcontractors (including Subcontractors of separate Contractors).

It is specifically agreed between the parties executing the Contract Documents that it is not intended by any of the provisions of any part of the Contract Documents to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract Documents to maintain a suit for personal injuries or property damage pursuant to the

terms or provisions of the Contract Documents.

The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subcontractor or Subconsultant, in connection with the Contract Documents.

2.11 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend MTECC and the Broward Metropolitan Planning Organization (BMPO) and its respective Board Members, officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract Documents. All of the indemnification obligations of this section shall survive the expiration or early termination of this Contract.

The Contractor's obligation to indemnify MTECC and BMPO shall be activated by MTECC's notice of claim for indemnification to the Contractor. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to indemnify within seven (7) days after such notice by MTECC is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding MTECC solely negligent shall excuse performance of this provision by the Contractor. The Contractor shall pay all costs and fees related to this obligation and its enforcement by MTECC. MTECC's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to indemnify.

The parties hereby agree and acknowledge that one hundred dollars (\$100.00) of the first payment to the Contractor for performance of the Contract Documents is the specific consideration from MTECC to the Contractor for the Contractor's indemnity agreement.

2.12 TERMINATION FOR DEFAULT

A. Contractor Default.

The Contractor shall be considered in material default of the Contract Documents and such default shall be considered cause for MTECC to terminate the Contract Documents, in whole or in part, as further set forth in this Section, if the Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by MTECC; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract Documents; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days, which is reasonably determined by MTECC to be material in nature; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work, which is reasonably determined by MTECC to be material in nature; or (10) breaches any other material provision of the Contract Documents; or (11) fraudulent criminal or grossly negligent behavior. If MTECC determines that the Contractor is in default under the Contract Documents, MTECC shall notify the Contractor and its surety in writing

of the Contractor's default(s). If MTECC determines that the Contractor has not remedied and cured the default(s) within thirty (30) calendar days following receipt by the Contractor of said written notice, then MTECC, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under the Contract Documents, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders that MTECC may designate, and complete all or any portion of the Contractor's Work by whatever means, method or agency which MTECC, in its sole discretion, may choose. In the event of termination, Contractor shall cooperate with MTECC in the retrieval of all information and documentation to be taken into MTECC's possession within seven (7) calendar days from notice of termination.

If MTECC deems any of the foregoing remedies necessary, the Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by MTECC incident to such completion, shall be deducted from the unpaid balance of the Contract Documents Amount, and if such expenditures exceed the unpaid balance of the Contract Documents Amount, the Contractor agrees to pay promptly to MTECC on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Documents Amount exceeds all such costs, expenditures and damages incurred by MTECC to complete the Work, the Contractor shall be entitled to such unpaid excess portion. Any amounts to be paid to MTECC by the Contractor pursuant to this Paragraph, the obligation for payment shall survive termination of the Contract Documents.

The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by MTECC in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

If, after notice of termination of the Contractor's notice to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that MTECC is not entitled to the remedies against the Contractor provided herein, then such termination shall be deemed a termination for MTECC's convenience and the Contractor's remedies against MTECC shall be the same as and limited to those afforded the Contractor under Section 2.13 below.

B. MTECC Default.

MTECC shall be considered in material default of the Contract Documents and such default shall be considered cause for the Contractor to terminate the Contract Documents, as further set forth in this Section, if MTECC: (1) fails to timely pay Contractor any uncontested amounts owed to the Contractor for Work performed when due; or (2) breaches any other material provision of the Contract Documents.

If the Contractor determines that the MTECC is in default under these Contract Documents, the Contractor shall notify the MTECC in writing of the MTECC's default(s). If the Contractor determines that MTECC has not remedied and cured the default(s) within thirty (30) calendar days following receipt by MTECC of said written notice, or if the breach cannot be reasonably cured within thirty (30) days, then at such time as reasonably necessary for MTECC to cure the breach, provided MTECC continues to proceed in good faith with its efforts to cure, then, upon MTECC's failure to cure, the Contractor, at its option, without releasing or waiving its rights and remedies against MTECC, may terminate the Contract Documents. In the event of termination, Contractor shall continue to comply with the provisions of the Contract Documents relating to public records and the claims management provisions for any claim that arises prior to the termination date.

2.13 TERMINATION FOR CONVENIENCE

MTECC shall have the right to terminate the Contract Documents without cause upon thirty (30) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Contractor's recovery against MTECC shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but the Contractor shall not be entitled to any other or further recovery against MTECC, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. In the event of termination, Contractor shall cooperate with MTECC in the retrieval of all information and documentation to be taken into MTECC's possession within thirty (30) calendar days from notice of termination.

2.14 PUBLIC ENTITY CRIMES

Pursuant to Fla. Stat. § 287.133, 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 to provide any goods or services to a public entity, may not submit a bid to 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 firm, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. § 287.017, for CATEGORY TWO for a period of 36 months from the date of being on the convicted vendor list.

2.15 UNCONTROLLABLE FORCES

Neither MTECC nor the Contractor shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which,

by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

2.16 CLAIMS AND DISPUTES

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

Initial notice of Claims by the Contractor shall be made in writing to the MTECC Project Manager within forty-eight (48) hours after the first day of the Contractor is aware of the event giving rise to such Claim, or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the MTECC Project Manager within fifteen (15) calendar days after the occurrence of the event unless MTECC grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the Contractor for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

The MTECC Project Manager shall render a decision regarding any Claims within thirty (30) days' of receipt of Contractor's initial notice of Claim.

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

Prior to the initiation of any action or proceeding permitted by these Contract Documents to resolve Claims between the parties, the parties shall first make a good faith effort to resolve any such Claim through this section 2.16. If the Contractor fails to first submit its Claim to the Claim resolution process in this Section 2.16, the Contractor forever waives its right to bring any legal action against MTECC for breach of contract arising from the Claim.

The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND MTECC HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

2.17 RIGHTS IN TECHNICAL DATA

All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to the Contract Documents shall become the property of MTECC without restriction or limitation on their use and shall be made available upon request to MTECC at any time. Original copies of such shall be delivered to MTECC upon completion of the services or termination of the services. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of MTECC.

No material or technical data prepared by the Contractor under the Contract Documents is to be released by the Contractor to any other person or agency except as necessary for the performance of the services, except if the Contractor is required to by applicable law, regulation, or court order. All press releases or information to be published in print or electronic media, shall be distributed only after first being authorized by MTECC.

MTECC shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

The Contractor shall agree to grant to MTECC and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for the Contract Documents. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for MTECC to use in the manner herein described.

The Contractor warrants that the processes, design, equipment, materials, or devices used in providing the services shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against MTECC the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by MTECC, and indemnify and hold harmless MTECC, its subsidiaries, agents, officers and employees from all

liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney fees.

2.18 CONTRACTOR PERSONNEL

MTECC's selection of the Contractor for the performance of the Work is based in part upon a careful consideration of the qualifications and experience of Contractor's personnel, including subcontractors or subconsultants, who will participate in the Work. The names of these personnel and their areas of participation under the Contract Documents are set forth in the Contractor's submittal.

The Contractor shall be responsible for the performance of all of the Work and shall utilize the specialized expertise and experience of the personnel listed in the Contractor's submittal.

MTECC shall have the right to demand the removal of any of the personnel listed in the Contractor's submittal for reasonable cause and by written notice.

The Contractor shall not replace any of the personnel listed in the Contractor's submittal without the prior written approval of MTECC, which MTECC agrees, will not be unduly withheld.

In the event the Contractor, through circumstances beyond its control, is unable to provide the services of the personnel listed in the Contractor's submittal, the Contractor shall be responsible for providing other personnel for the performance of the particular items of Work involved, whose expertise and experience, in the opinion of MTECC are equivalent to that which would have been provided by the originally listed person(s).

The Contractor shall be responsible for any additional costs caused by the substitution of personnel for those listed in the Contractor's submittal. In no event shall any substitution of personnel result in an increase in compensation to be paid to the Contractor by MTECC.

2.19 SUCCESSORS AND ASSIGNS

Subject to the provisions hereof, the terms of the Contract Documents shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract Documents.

2.20 GOVERNING LAW

The Contract Documents shall be interpreted under and its performance governed by the laws of the State of Florida.

2.21 NO WAIVER

The failure of MTECC to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

2.22 JOINT PREPARATION

The preparation of the Contract Documents has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

2.23 SEVERABILITY

In the event any term or provision of the Contract Documents shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of the Contract Documents shall be construed to be in full force and effect.

2.24 ATTORNEY'S FEES

In the event it shall become necessary for either party to the Contract Documents to institute legal proceedings against the other party for recovery of any amounts due and owing under the Contract Documents, then in such event, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs, including reasonable attorneys' fees, of pre-suit collection attempts, suit, and post judgment or settlement collection, including those incurred on appeal.

2.25 RELATIONSHIP OF THE PARTIES

Except as set forth herein, no party to the Contract Documents shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. The Contractor is and shall be in the performance of all Work, services, and activities under the Contract Documents independent, and not an employee, agent, or servant of MTECC. All persons engaged in any of the Work or services performed pursuant to the Contract Documents shall, at all times and in all places be subject to the Contractor's sole discretion, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to MTECC shall be that as an independent contractor and not as employees or agent.

2.26 CONTINGENT FEE

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract Documents 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 Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the making of the Contract Documents. For the breach or violation of this provision, MTECC shall have the right to terminate the Contract Documents without liability at its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

2.27 TRUTH IN NEGOTIATING

Execution of the Contract Documents by the Contractor shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Contract Documents are accurate, complete, and current at the time of contracting. The original Contract Amount and any additions thereto shall be adjusted to exclude any significant sums by which MTECC determines the Contract Amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end Term of the Contract Documents.

2.28 CONFLICT OF PROVISIONS

Where there is a conflict between any provisions set forth within the Contract Documents and a more stringent state or federal provision that is applicable to any services performed under the Contract Documents, the more stringent state or federal provision shall prevail.

2.29 CONTRACT DOCUMENTS MODIFICATION

The Contract Documents may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought, with the exception of a Change Directive. MTECC may issue a Change Directive directing the Contractor to make changes in the plans, specifications or work that does not involve a material change in the Contract Documents.

2.30 ACCEPTANCE

Submission of any RFQ Submittal indicates a Contractor's acceptance of the conditions contained in this RFQ.

2.31 OWNERSHIP OF DOCUMENTS

All opened RFQ Submittals become public records, which will be retained by MTECC pursuant to Chap. 119, Fla. Stat., regardless of which response is selected. No opened RFQ Submittal will be sent back to Contractors. All tracings, plans, specifications, maps and/or reports prepared or obtained under the Contract Documents shall be considered works made for hire and shall become property of MTECC without restriction or limitation on their use, and shall be made available upon request to MTECC at any time. The Contractor therefore agrees not to publish, copyright or patent any of the data furnished in compliance with the Contract Documents. MTECC shall have the right to visit the offices of the Contractor for review of such data at any time. The Contractor shall not be liable for use by MTECC of said tracings, plans, specifications, documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

2.32 GOVERNING ORDER

Where there appears to be variances or conflicts between provisions in the Contract Documents, interpretation of the Contract Documents shall be governed by the following order of precedence:

- Addenda
- Special Terms and Conditions
- General Terms and Conditions
- Scope of Services
- RFQ Requirements/Instructions

2.33 MISCELLANEOUS

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

There are no understandings or agreements except as herein expressly stated.

Failure to capitalize any defined term in the Contract Documents shall not change the meaning of the defined term when used in the Contract Documents.

2.34 E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract Documents to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract Documents.

All contracts between the Contractor and a subcontractor shall require the subcontractor to disclose similar provisions in their subcontractor agreements. The Contractor and subcontractors shall certify as to the truth of this provision or disclose circumstances to the contrary.

2.35 CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

2.36 COOPERATION WITH INSPECTOR GENERAL

The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

2.37 NONDISCRIMINATION REQUIREMENTS

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

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

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

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

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your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).”

- (8) **Nondiscrimination Language for the Public:** The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: MTECC does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact _____ at _____ or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MTECC at least _____ days in advance.
- (9) **Cooperation with MTECC Oversight:** MTECC is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly. The selected consultant will cooperate fully with MTECC oversight efforts, as well as those instituted by FDOT and/or FHWA.

2.38 Disadvantage Business Enterprise (DBE) Program

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

- (1) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from MTECC. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MTECC. This clause applies to both DBE and non-DBE subcontracts.
- (2) As a sub-recipient of FHWA or FTA funding, MTECC and the member municipalities are is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that MTECC can likely achieve the overall aspirational goal of 10.65% (7% for FTA) without the use of contract goals. Nevertheless, MTECC is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>
- (3) The contractor must also immediately and regularly enter DBE commitments and

payments into FDOT Equal Opportunity Compliance (EOC) system. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.

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3.0 – SPECIAL TERMS AND CONDITIONS

3.1 TERM OF AGREEMENT

The period of performance of any resulting agreement shall commence upon MTECC's issuance of a Notice to Proceed and shall be for an initial term of three (3) years, with MTECC's sole option to extend for two (2) additional one-year option periods.

Work Orders executed prior to contract expiration may extend beyond the contract term and all terms and conditions of the original Agreement will remain applicable.

MTECC makes no guarantee of the amount of Work that may or may not be assigned to the Contractor and Contractor agrees that the lack of Work issued by MTECC under this Agreement shall not be grounds for any claim for compensation or damages, including but not limited to, consequential damages or lost profits.

3.2 PAYMENT

3.2.1 Prior to the initiation of work under any Work Order, MTECC and Contractor shall agree to the specific Scope of Services to be provided. The Scope of Services shall include a general and specific description of the Work to be performed, a detailed task breakdown listing the number of hours and personnel categories necessary to complete same, the final work product, and the time frame for completing the Work being performed. MTECC shall issue a separate Work Order and Notice to Proceed for each project or portion thereof.

3.2.2 The professional fees for establishing and paying for work under a Work Order will be calculated by multiplying the proposed staff Raw Hourly Rate for each personnel category, times the allowed overhead multiplier, times the allowed profit for labor hours and then adding the total fees for each task. Professional fees will be paid to the Contractor based on actual rates of personnel per discipline, provided by the Contractor with its Schedule of Hourly Rates, listing the Contractor's certified wage rates. All rates submitted with Contractor's invoice must be pre-approved by MTECC and submitted with a certified payroll. The hourly rates shall apply only to time directly attributable to the services performed under this Agreement and shall exclude travel time and invoice preparation time. The actual RawHourly Rates established for each personnel may be adjusted to up to three (3) percent annually during the term of the contract, subject to prior MTECC approval.

3.2.3 In addition to professional fees, MTECC will pay Contractor, at direct cost without markup, reasonable and appropriate reimbursable expenses, including, but not limited to, the following: printing and reproductions, photographs, material and environmental laboratory tests, express delivery charges, permit fees and other expenses pre-approved in writing by MTECC. Express delivery charges for Contractor's invoices are not reimbursable. Expenses resulting from delays or errors on the part of Contractor will not be eligible for reimbursement. MTECC will not pay Contractor any expenses for travel, mileage or meals in Broward County except as provided in paragraph 3.2.3.1. Reimbursable expenses will not be paid without the prior express written approval of the expenses by MTECC.

3.2.3.1 Travel expenses for out of town personnel will be paid only with the prior express written consent of MTECC and in accordance with the provisions of Chapter 112, Florida Statutes. Out of town personnel will be eligible for meal reimbursement per Chapter 112, Florida Statutes. Local mileage will only be authorized for projects involving an unusual amount of local travel and must be pre-approved by MTECC's Project Manager. Consultant shall submit an estimate of the travel expenses to the Project Manager for approval prior to incurring any travel expenses.

3.2.4 Work Orders

3.2.4.1 Each Work Order shall be a maximum not-to-exceed amount for professional fees with an estimate for reimbursable expenses. The agreed upon Work Order amount may not be exceeded.

3.2.4.2 The Contractor shall prepare a monthly progress report for every invoice submitted under a Work Order. The report shall address, but is not limited to, descriptions of work completed, work in-progress, work to be accomplished, problems encountered and solutions to the problems, schedule compliance, cost estimates, budget compliance, and Disadvantaged Business Enterprise participation. The report shall include forecast and actual milestones. An updated schedule shall be submitted with the report. The report shall be in a format prescribed by MTECC. Reports shall be submitted no later than 12:00 PM on their due date.

3.2.4.3 Progress reports shall provide total hours spent by each employee on listed tasks. MTECC reserves the right to request specific time recordkeeping for each employee. Time recordkeeping increments for services rendered shall not exceed 15 minutes.

3.2.4.4 The Contractor shall notify MTECC when eighty percent (80%) of the maximum-not-to-exceed fees and expenses authorized under a Work Order have been expended. Before making additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into an amendment to the Work Order covering such work and compensation.

3.2.5 MTECC has the sole discretion to issue Work Orders for firm fixed price amounts. Prior to issuing a Work Order with a firm fixed price, MTECC and Contractor shall establish a schedule of milestones and value for the work to be completed for each milestone. At MTECC's direction, Contractor shall be required to produce a cost-loaded schedule for the Work Order. Monthly payment of the Contractor's professional fees shall be determined by one of the following methods: (1) the value of work completed for each milestone, (2) the value of the work completed established in the cost-loaded schedule, or (3) by the percentage of the work satisfactorily completed. Payment by the third method shall be a percentage of the firm fixed price. The percentage of the work satisfactorily completed shall be established by mutual agreement between the Project Manager and Contractor, with approval of the Contract Administrator.

3.2.6 MTECC shall pay the Contractor only the professional fees necessary to perform a specific Work Order and Contractor shall not be paid by MTECC for any business development costs incurred by Contractor in preparing scopes of services, project budgets and other related tasks necessary for MTECC to issue a Notice to Proceed and Work Order.

3.2.7 The Contractor shall be paid the actual audited overhead costs on the actual Raw Hourly Rates, which shall include fringe benefits such as: sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, as well as administrative costs for preparation of invoices and other related tasks. The Contractor and MTECC agree that Profit shall be negotiated based on the scope and complexity of the Task Work Order and shall not exceed fifteen percent (15%) of the total direct labor value of the Work Order. The Work Order shall specify the Contractor's overhead and profit. Separate and lower overhead rates for professional services and/or staff outside of Contractor's home office (i.e. staff contracted to MTECC) shall apply.

Contractor shall submit invoices for work completed on a monthly basis. Contractor's invoice shall be in a form determined by the Project Manager and shall show a complete breakdown of the work components from the authorized Work Order, hours expended by individual personnel for specific tasks and hourly billing rates, and reimbursable expenses for which Contractor expects to be paid, together with such supporting evidence as may be required by the MTECC Project Manager. MTECC shall pay the Contractor all invoices or items set forth in such invoices which are not in dispute within forty-five (45) days after receipt of the invoices. **Invoices shall be submitted to the MTECC Project Manager, ATTN: TBD.** All documentation shall reference the appropriate Contract number, the type of Service(s) provided, the dates or period that the Service(s) were provided in the prior thirty (30) days.

3.2.8 Reserved

3.2.9 Withholding Payment for Unsatisfactory Work. Should any defective or unsatisfactory work be discovered prior to the final acceptance, or should a reasonable doubt arise prior to the final acceptance as to the integrity of any part of the completed work, payments for such defective or questioned work shall not be allowed until the defect has been remedied and causes for doubt removed.

Contractor's books and records shall be available at all reasonable times for examination and audit by MTECC, state and federal auditors during the term of this Agreement and for a period of three (3) years thereafter. Incomplete or incorrect entries in such books and records will be grounds for disallowance by MTECC of any fees or expenses based upon such entries.

3.2.10 MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

3.2.11 Certification of Payment to Subcontractors

Prior to receipt of any progress (partial) payment, the Contractor shall certify that all Subcontractors having an interest in the Contract have received their pro rata share of previous progress payments made to the Contractor for all Work completed and materials furnished in the previous period. Contractor shall provide this certification in the forms described in the subparagraphs below. MTECC will not make any progress payments after the initial partial payment until the Contractor certifies that it has disbursed to all Subcontractors having an interest in the Contract their pro rata shares of the payment it has previously received, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both MTECC and the affected Subcontractors. Contractor shall obtain from the Subcontractor an executed sworn Payment Certification Form and shall submit the form to MTECC with each of the Contractor's request for payment, with the exception of the first request for payment. The Subcontractor's failure to sign the Payment Certification Form and forward the form to the Contractor immediately upon receipt of payment is sufficient grounds for MTECC to suspend any further payments until certification is submitted. The Contractor's failure to submit the Payment Certification Forms covering all payments made to Subcontractors, within thirty (30) days after receiving progress payments, is sufficient grounds for MTECC to suspend further payment until certifications are received. Within thirty (30) days of the Contractor's receipt of the progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all Subcontractors having an interest in the Contract their pro rata shares of the payment for all Work performed and materials furnished. MTECC will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both MTECC and the affected Subcontractors within thirty (30) days of receiving payment.

3.2.11.1 The Contractor shall submit one (1) original of a notarized Certificate of Disbursement of Previous Periodic Payment to Subcontractors with each application for payment except the first one submitted.

3.2.11.2 The Contractor shall submit one (1) original of a notarized Subcontractor's Certificate of Previous Payment with each application for payment except the first one submitted.

3.2.11.3 The Contractor shall submit one (1) original of a Monthly Subcontractor Utilization Report with each application for payment.

3.2.11.4 The Contractor shall submit one (1) original of a Monthly Employee Utilization Report with each application for payment.

3.2.11.5 When informed that MTECC requires additional substantiating information, submit one (1) copy, with cover letter, showing application number and date, for each submittal of data justifying the line item amounts in question.

3.3 WORK ORDER PROCESS

The following process will be followed by MTECC in the selection of a Consultant to perform Work pursuant to a Work Order valued at more than \$35,000.00 (subject to annual Budget limits).

A. Work Order Selection Process

a. MTECC Project Manager will determine the need for a Work Order based upon MTECC's approved Operating Budget and identified projects that a MTECC municipal member has requested MTECC project delivery of engineering design services for a project committed in the fiscal year.

- i. A preliminary scope, budget and schedule will be developed.
- ii. The inclusion of a Disadvantaged Business Enterprise ("DBE") goal for a specific Work Order will be determined on a project-by-project basis. If a DBE goal is to be used for a specific Work Order, then the applicable DBE analysis will be performed to identify the amount of goal and applicable trades.

b. MTECC will provide the awarded Design and Engineering Consultants with a Request for Work Order Proposal ("RFWOP"), upon its determination that a Work Order is necessary under the Contract.

c. The RFWOP will include the preliminary Scope of Work, the criteria to be used by MTECC in determining selection and, if applicable, the DBE goal.

- i. Criteria for selection may include capabilities and resources of the Consultants; availability of qualified personnel; and overall consultant usage to date.
- ii. In the event a DBE goal is to be applied to a Work Order, the RFWOP will include MTECC's DBE requirements.

d. Consultants will be asked to provide a response to the RFWOP that is minimal in size and complexity. For example, a one-page summary of the Consultant's ability to perform the Work and resumes of key personnel that would be assigned to the Work.

e. The MTECC Project Manager will establish a deadline for submittal of the proposals. No proposals will be accepted after the deadline.

f. Proposals received by the deadline will be reviewed and ranked. The process will be supervised by the MTECC Procurement Department. The Contracting Officer will provide a recommended selection to the MTECC Executive Director for review and approval.

g. The MTECC Project Manager will finalize the Scope of Work and request a fee proposal from the highest-ranked Consultant and begin negotiations with that Consultant after receiving the fee proposal. Should negotiations be unsuccessful, the MTECC Project Manager may begin negotiations with the next highest-ranked Consultant and so on.

B. Work Order Approval Process

a. Once a Consultant has been selected and its fee proposal is approved by the MTECC Executive Director, the Work Order will be submitted to the Consultant for execution.

- i. If a DBE goal has been established for a specific Work Order, satisfaction of the DBE goal will be included as a term of the Work Order.
- b. The executed Work Order will then be approved by MTECC, pursuant to the MTECC Procurement Policy.
- c. Once final MTECC approval is obtained, the Consultant will be issued a Notice to Proceed for the Work Order.

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4.0 - SCOPE OF SERVICES

4.1 Background

The MTECC was created in 2022 by the founding cities of Hollywood, Plantation and Pompano Beach. The cities of Deerfield Beach, Hallandale Beach, and Pembroke Pines have also become members of MTECC since the founding members joined. Pursuant to an executed Interlocal Agreement (ILA) between MTECC and the Broward Metropolitan Planning Organization (BMPO), the BMPO is providing certain administrative services necessary for the ongoing operation of MTECC in relation to the furtherance of MTECC's development of transportation projects.

MTECC's mission is to implement transportation projects on behalf of member cities with an experienced team in delivering various transportation projects funded from Federal, State and Local grant funds. The projects will be turned over to the member city where the project is located for operations and maintenance at the completion of the project.

MTECC will be required to coordinate closely with Florida Department of Transportation (FDOT), member cities and Broward MPO. MTECC's goal is to provide the experience and expertise to implement quality transportation projects cost effectively and timely.

It is important to note that MTECC has a limited administrative budget funded by contributions from the member cities. Transportation projects will be funded through grants provided from FDOT and member cities. MTECC must manage projects closely to ensure projects are delivered within budget on behalf of the member city.

4.2 Scope Of Services

The Proposers are expected to assemble a team which demonstrate a broad range of experience and expertise to provide support towards successful completion of the MTECC's transportation activities for the program planning and support of engineering/design for Federal, State and Local grant funded projects to be implemented by MTECC on behalf of member cities as directed by the MTECC Board. All Proposers and team members must be FDOT Pre-Qualified. The work involves providing assistance to staff on a Task Work Order assignment basis in a variety of program planning, technical, engagement, multimedia and software activities.

The first priority of MTECC is to implement Local Agency Program (LAP) projects on behalf of MTECC member cities that are funded with Federal funds through the Florida Department of Transportation. Some MTECC member cities has asked if MTECC could implement projects on behalf of the city funded by other funds and this will be further deliberated by the MTECC Board in the future.

The services identified within the Scope of Services are an outline of general activities that can be expected to be performed under the IDIQ contract. A more specific and deliverable-based scope of work will be provided within each individual work order issued pursuant to the Agreement. MTECC shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in the Scope of Services will be assigned during the term of the

Agreement. MTECC may, at its sole option, elect to have any or none of the services assigned.

4.3 Major Types Of Tasks & Scope Of Services:

The General Program Management Consultant will serve as the MTECC Program Manager and will be an integral part of the MTECC Team responsible for delivering the projects on behalf of the member cities. This will include assisting the Executive Director in managing design consultants, CEI consultants and other experts providing services to MTECC. The Program Manager will need access to a wide range of expertise to support MTECC based on Task Work Orders if, and when issued.

The Team must identify proposed team leaders for the following key scope task:

Task 1.0 Organization Administration

- Public meeting/outreach/committees/boards/event support;
- Grant application preparation;
- Software development and/or training/;
- Staff/Management;
- Federal and State compliance support;
- Public involvement assistance including website development, newsletter production and other educational and informational materials, as necessary
- Mapping and graphics production;
- Provides administrative support to the MTECC, as necessary.

Task 2.0 Project Management

- Design Contractor Project Manager
- Development of preliminary project cost estimates;
- Development of invoices for the contractor or consultant
- Progress Reporting on Projects
- Developing reports to grant agencies on Projects
- Coordination with FDOT, member cities and others as required on Projects
- Board support on technical discussions of Projects
- DBE Program monitoring in Projects
- Project development and close out

Task 4.0 Design

- Design plans developed by the Design Contractor or Consultant;
- Tracking and follow up on comments/recommendations made in design reviews
- Recommendations to Executive Director on designs and price estimates to finalize designs for moving the Project to construction
- Interaction with FDOT, Design, Consultant and others as required on the design

Task 5.0 Construction Plans and Specifications

- Develop the package required to request proposals from contractors to construct the Project;
- Post-Design Reviews – Review of Shop-Drawings and update to Design Plans if needed

- Knowledge of a wide range of project types including:
 - Roadways
 - Bridges
 - Safety Improvements
 - Traffic Calming
 - Sidewalks
 - Bike Lanes
 - Trails
 - Landscaping
 - Intermodal Centers
 - Transit Stations
 - Busways
 - Railways

Task 6.0 Public Involvement and Media Relations

- Supporting the Executive Director in Project public involvement activities for the design project;
- Supporting the Board and Executive Director in media relations for the design project
- Support all modes of media
- Experience in the Broward County market
- Public involvement and media support for a wide range of project types noted in Task 5
- Ability to coordinate with a wide range of interested parties and supporting agencies
- Web services

In addition, the Program Manager will need to have access to a wide range of support services that might include:

Task 7.0 Other Services

- Development of project traffic & traffic operation studies;
- Land use & urban design services;
- Development of preliminary right-of-way analysis;
- Traffic impact analysis;
- Climate impact and resilience analysis
- Data Modeling and Analysis
- Roadway, Pedestrian and Bike facility operations and maintenance
- Transit operations and maintenance
- Surveying
- Permit Development and Coordination
- Utilities Coordination

4.4 The Firm selected must include overall team members that are prequalified with FDOT under the following types in Florida Rule 14-75, FAC:

Core Areas

- Group 3 – Highway Design – Roadwork
- Group 4 – Highway Design – Bridges
- Group 6 – Traffic Engineering and Operation Studies
- Group 7 – Traffic Operations Design
- Group 8 – Surveying and Mapping
- Group 9 – Soil Exploration, Materials Testing and Foundations
- Group 11 – Engineering Contract Administration and Management
- Group 13 – Planning
- Group 14 – Architect
- Group 15 – Landscape Architect

Areas Available if Needed

- Group 2 – Project Development and Environmental Studies

Attachment “A”

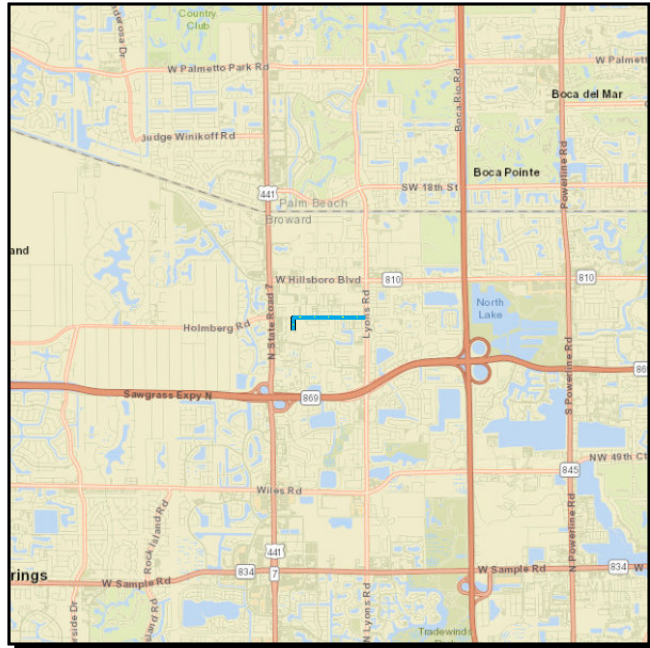
LIST OF POTENTIAL PROJECTS

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COCONUT CREEK

4455281 CITY OF COCONUT CREEK VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE PATH/TRAIL **From:**

To:

Lead Agency: Coconut Creek, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	204,437	0	0	0	0	204,437
PE	TALU	5,000	0	0	0	0	5,000
CST	TALT	0	0	568,103	269,332	0	837,435
CST	TALU	0	0	143,654	0	0	143,654
Total		209,437	0	711,757	269,332	0	1,190,526

Prior Year Cost:

Future Year Cost:

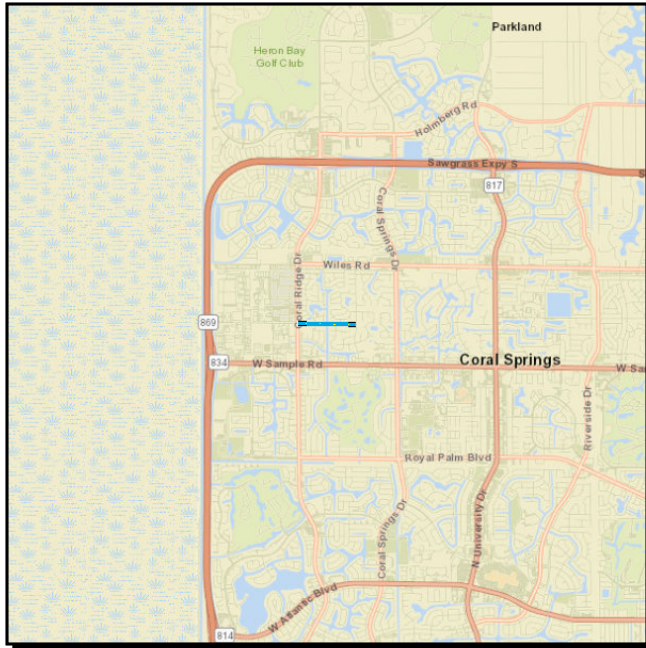
Total Project Cost: 1,190,526

Project Description: 2021 MPO CSLIP PRIORITY #16 LAP WITH CITY OF COCONUT CREEK VARIOUS LOCATIONS: JOHNSON ROAD FROM EAST OF US-441/SR-7 TO LYONS ROAD; PARK SCHOOL ROAD FROM LAKESIDE PARK TO JOHNSON ROAD

CORAL SPRINGS

4455311 NORTHWEST 39TH STREET FROM CORAL RIDGE DRIVE TO NORTHWEST 110TH AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: Coral Springs, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	5,000	0	0	0	5,000
PE	TALU	0	323,940	0	0	0	323,940
CST	SU	0	0	0	1,930,634	0	1,930,634
Total		0	328,940	0	1,930,634	0	2,259,574

Prior Year Cost:

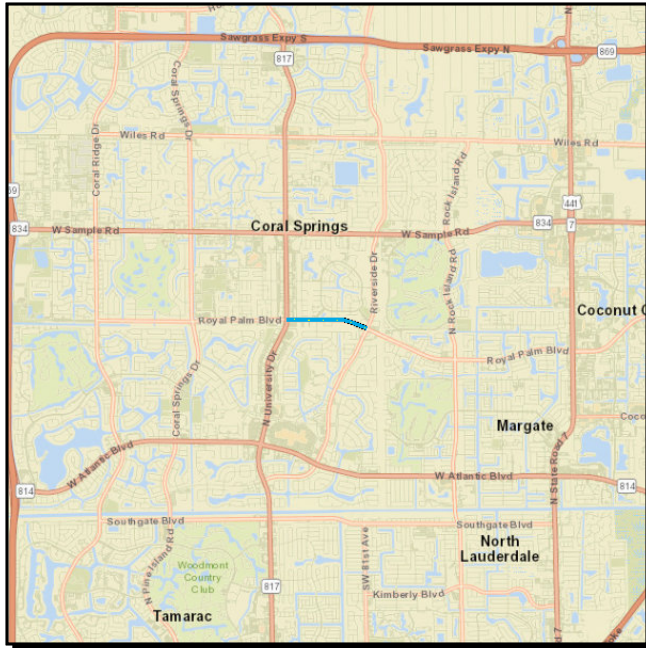
Future Year Cost:

Total Project Cost: 2,259,574

Project Description: 2021 MPO CSLIP PRIORITY #18 LAP WITH CITY OF CORAL SPRINGS

4495591 ROYAL PALM BLVD FROM UNIVERSITY DRIVE TO RIVERSIDE DRIVE

Non-SIS



Work Summary: PEDESTRIAN SAFETY IMPROVEMENT

From:

To:

Lead Agency: City of Coral Springs

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SU	0	0	905,000	1,000,000	0	1,905,000
Total		0	0	905,000	1,000,000	0	1,905,000

Prior Year Cost:

Future Year Cost:

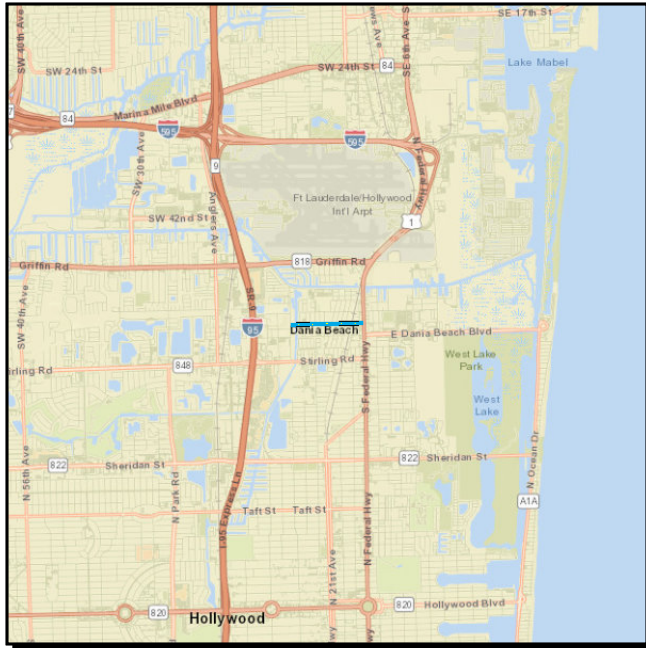
Total Project Cost: 1,905,000

Project Description: SAFETY IMPROVEMENTS VARIOUS LOCATIONS LAP W/ CORAL SPRINGS NO R/W NEEDED

DANIA BEACH

4439491 NW 1ST ST FROM BRYAN ROAD TO SR-5/US-1

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Lead Agency: Dania Beach, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	365,264	0	0	0	0	365,264
CST	TALT	0	0	72,050	0	0	72,050
CST	SU	0	0	2,646,937	0	0	2,646,937
Total		365,264	0	2,718,987	0	0	3,084,251

Prior Year Cost:

Future Year Cost:

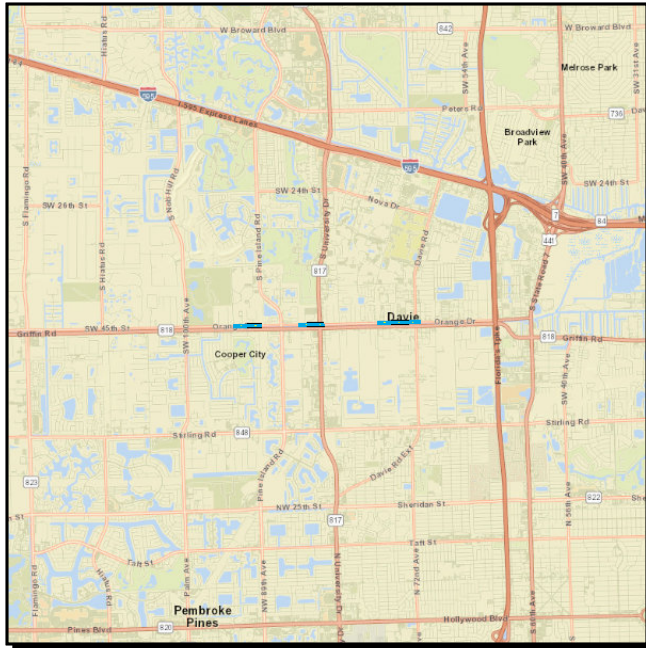
Total Project Cost: 3,084,251

Project Description: 2021 MPO CSLIP PRIORITY #1 LAP WITH CITY OF DANIA BEACH PROVIDE WIDER SIDEWALKS, BIKE LANES, ON-STREET PARKING, TRAFFIC CALMING, ENHANCED CROSSWALKS AND LIGHTING AND PEDESTRIAN CROSSING OF THE FEC RR ON NW 1ST FROM BRYAN BRYAN RD. TO SR-5/US-1

DAVIE

4439501 ORANGE DRIVE FROM SW 92ND AVENUE TO SW 62ND AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	247,094	0	0	0	0	247,094
CST	SU	0	0	807,367	0	0	807,367
Total		247,094	0	807,367	0	0	1,054,461

Prior Year Cost:

Future Year Cost:

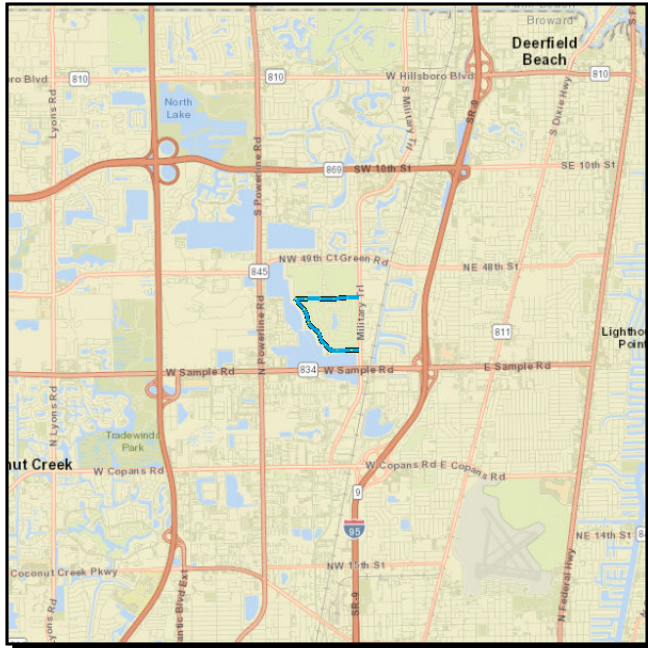
Total Project Cost: 1,054,461

Project Description: 2021 MPO CSLIP PRIORITY #2 LAP WITH THE TOWN OF DAVIE PROVIDE 5 FT SIDEWALKS TO FILL IN EXISTING GAPS IN NETWORK CROSSWALKS, ADA CURB RAMPS AND PEDESTRIAN BRIDGE INCLUDED

DEERFIELD BEACH

4455291 CITY OF DEERFIELD BEACH VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: Deerfield Beach, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	5,000	0	0	0	0	5,000
PE	TALU	389,088	0	0	0	0	389,088
CST	SU	0	0	0	2,339,520	0	2,339,520
Total		394,088	0	0	2,339,520	0	2,733,608

Prior Year Cost:

Future Year Cost:

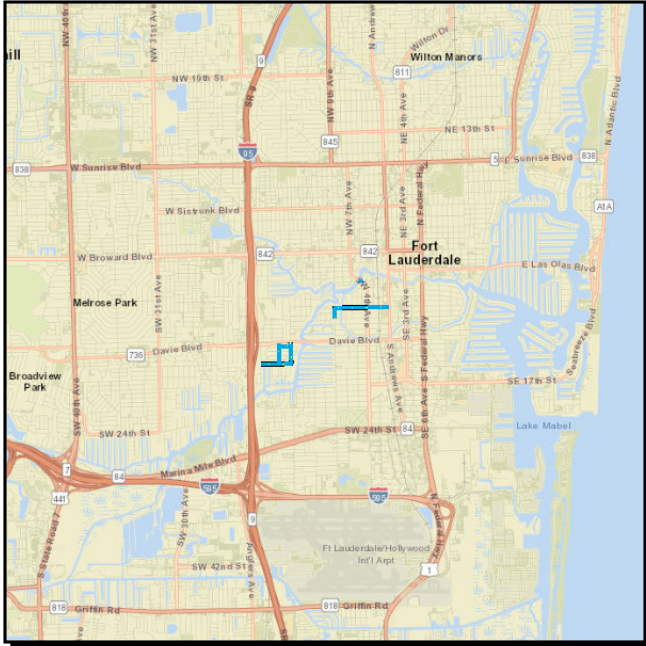
Total Project Cost: 2,733,608

Project Description: 2021 MPO CSLIP PRIORITY #17 LAP WITH CITY OF DEERFIELD BEACH VARIOUS LOCATIONS: NW 45TH STREET FROM NW 18TH TERRACE TO MILITARY TRAIL; CRYSTAL LAKE DR. FROM NW 45TH STREET TO MILITARY TRAIL.

FORT LAUDERDALE

4439781 SHADY BANKS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: City of Fort Lauderdale

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	312,681	0	0	0	0	312,681
CST	TALT	0	0	567,949	1,100,000	0	1,667,949
CST	SU	0	0	183,131	0	0	183,131
Total		312,681	0	751,080	1,100,000	0	2,163,761

Prior Year Cost:

Future Year Cost:

Total Project Cost: 2,163,761

Project Description: 2021 MPO CSLIP PRIORITY #7 LAP WITH THE CITY OF FORT LAUDERDALE CITY TO PROVIDE LAP OVERSIGHT CONSUTLANT AT CITY COST PROVIDE SIDEWALK TO FILL IN MISSING LINKS, PEDESTRIAN LIGHTING, TRAFFIC CALMING, AND ADA-COMPLIANT RAMPS IN VARIOUS LOCATIONS.

4455191 NW 19TH STREET FROM NW 31ST AVENUE TO POWERLINE ROAD

Non-SIS



Work Summary: MEDIAN MODIFICATION **From:**

To:

Lead Agency: BROWARD COUNTY

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	LF	0	135,643	0	0	0	135,643
CST	SU	0	1,536,533	0	0	0	1,536,533
Total		0	1,672,176	0	0	0	1,672,176

Prior Year Cost:

Future Year Cost:

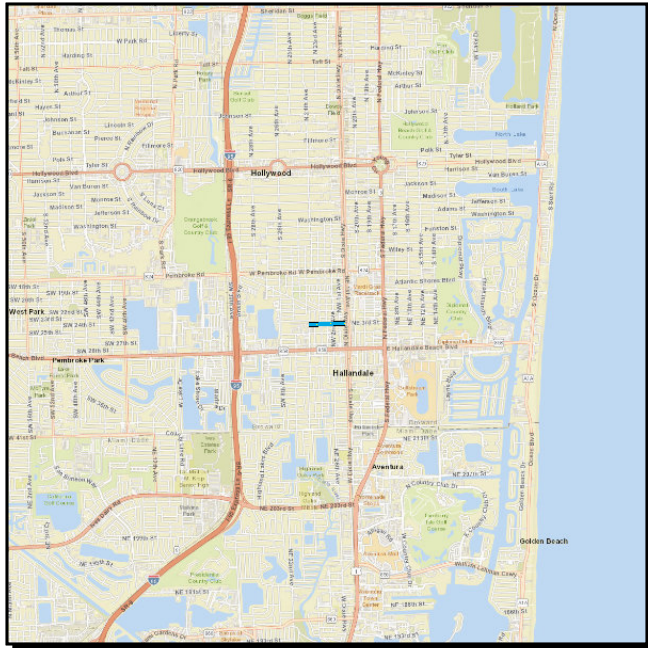
Total Project Cost: 1,672,176

Project Description: 2021 MPO CSLIP PRIORITY #9 LAP W/BROWARD COUNTY

HALLANDALE BEACH

4455271 NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: City of Hallandale Beach

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	569,995	0	0	0	0	569,995
CST	SU	0	0	623,694	2,141,740	0	2,765,434
Total		569,995	0	623,694	2,141,740	0	3,335,429

Prior Year Cost:

Future Year Cost:

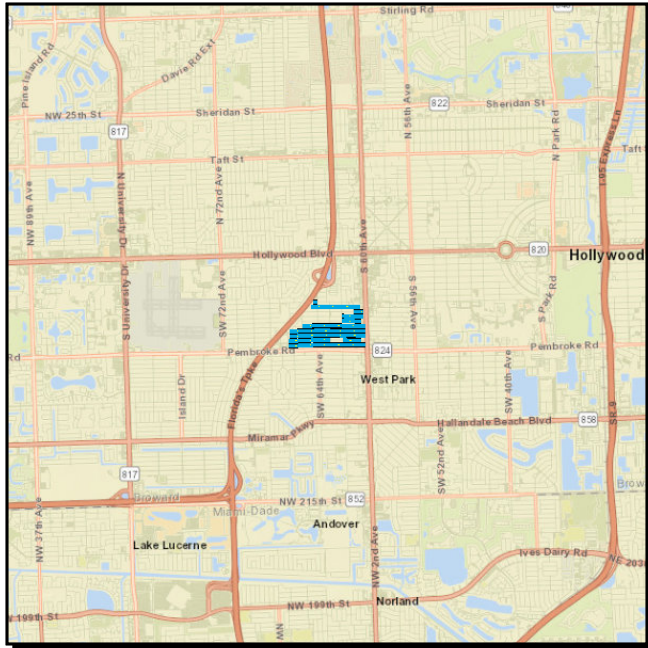
Total Project Cost: 3,335,429

Project Description: 2021 MPO CSLIP PRIORITY #15 LAP WITH CITY OF HALLANDALE BEACH

HOLLYWOOD

4439441 CITY OF HOLLYWOOD BEVERLY PARK VARIOUS LOCATIONS

Non-SIS



Work Summary: SIDEWALK

From:

To:

Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	TALT	606,718	0	0	0	0	606,718
CST	SU	1,537,609	0	0	0	0	1,537,609
CST	TALU	525,344	0	0	0	0	525,344
Total		2,669,671	0	0	0	0	2,669,671

Prior Year Cost:

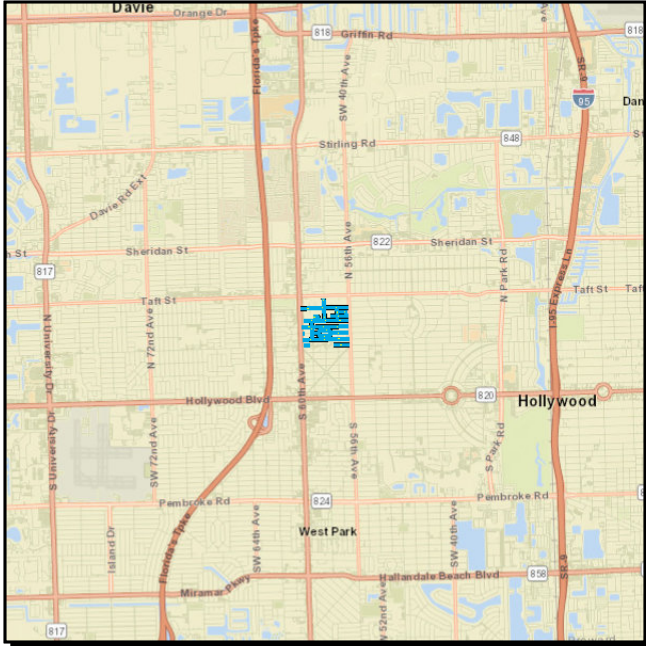
Future Year Cost:

Total Project Cost: 2,669,671

Project Description: 2020 MPO CSLIP PRIORITY #3 LAP WITH CITY OF HOLLYWOOD-DESIGN AND CONSTRUCTION PROVIDE NEW 5FT SIDEWALK WITH CURB RAMPS TO FILL-IN AND PROVIDE CONNECTIVITY THROUGHOUT THE NEIGHBORHOOD *SEE WP45*

4439761 CITY OF HOLLYWOOD VARIOUS LOCATION

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SU	1,822,670	0	0	0	0	1,822,670
CST	TALU	447,890	0	0	0	0	447,890
Total		2,270,560	0	0	0	0	2,270,560

Prior Year Cost:

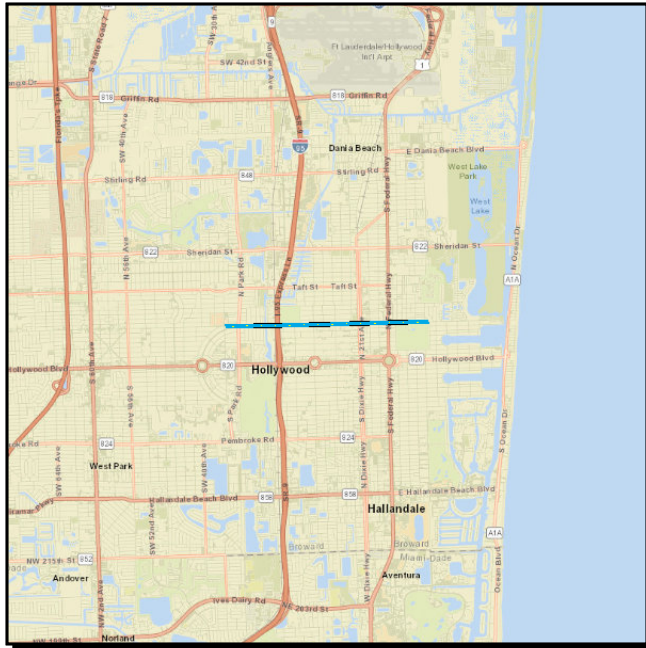
Future Year Cost:

Total Project Cost: 2,270,560

Project Description: 2021 MPO CSLIP PRIORITY #5 LAP WITH THE CITY OF HOLLYWOOD-DESIGN AND CONSTRUCTION COMPLETE SIDEWALK NETWORK: PROVIDE NEW 5FT SIDEWALK WITH CURB RAMPS TO FILL-IN THE NEIGHBORHOODS OF HOLLYWOOD BEACH HEIGHTS AND HOLLYWOOD COUNTRY ESTATES. SHARROWS INCLUDED

4455181 JOHNSON STREET FROM NORTH 35TH AVENUE TO NORTH 14TH AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	LF	0	282,601	0	0	0	282,601
CST	SU	0	1,469,007	0	0	0	1,469,007
Total		0	1,751,608	0	0	0	1,751,608

Prior Year Cost:

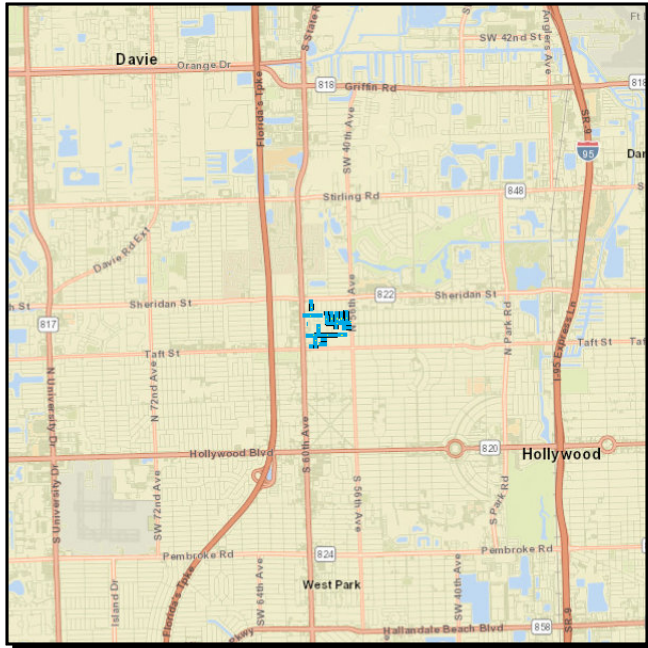
Future Year Cost:

Total Project Cost: 1,751,608

Project Description: 2021 MPO CSLIP PRIORITY #8 LAP WITH CITY OF HOLLYWOOD

4455341 CITY OF HOLLYWOOD - VARIOUS LOCATIONS

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	276,902	0	0	0	276,902
PE	TALU	0	5,000	0	0	0	5,000
CST	SU	0	0	0	160,312	0	160,312
CST	TALU	0	0	0	1,506,098	0	1,506,098
Total		0	281,902	0	1,666,410	0	1,948,312

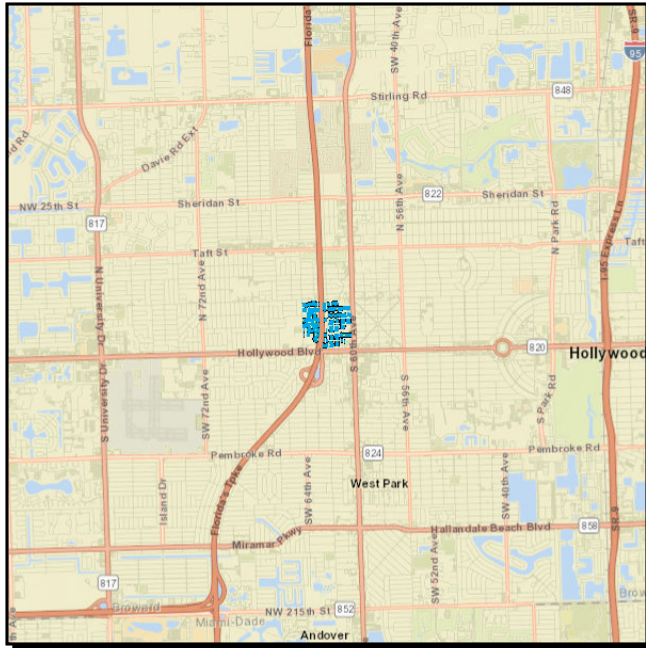
Prior Year Cost:

Future Year Cost:

Total Project Cost: 1,948,312

Project Description: 2021 MPO CSLIP PRIORITY #21 LAP WITH CITY OF HOLLYWOOD SR7 SHERIDAN PARK AND HWY ACRES SIDEWALK PROJECT; PROVIDE SIDEWALK CONNECTIVITY AT APPROX. 24 LOCATIONS

4497171 NEW SIDEWALKS VARIOUS LOCATIONS IN HOLLYWOOD'S GRACEWOOD NEIGHBORHOOD Non-SIS



Work Summary: SIDEWALK

From:

To:

Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	TALU	0	0	338,850	0	0	338,850
Total		0	0	338,850	0	0	338,850

Prior Year Cost:

Future Year Cost:

Total Project Cost: 338,850

Project Description: 2022 MPO CSLIP PRIORITY #23 CYCLE 5.CONSTRUCT NEW 5'-0" WIDE CONCRETE SIDEWALK WITH CURB RAMPS TO FILL-IN AND CONNECT TO EXISTING SIDEWALKS WITHIN THE GRACEWOOD NEIGHBORHOOD. PROPOSED SIDEWALKS WILL BE INSTALLED AT VARIOUS LOCATIONS WITHIN THE BOUNDARIES

LAUDERDALE LAKES

4439511 CITY OF LAUDERDALE LAKES TRAFFIC CALMING VARIOUS LOCATIONS

Non-SIS



Work Summary: MISCELLANEOUS CONSTRUCTION
From:
To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	442,143	0	0	0	0	442,143
CST	SU	0	0	1,453,817	0	0	1,453,817
Total		442,143	0	1,453,817	0	0	1,895,960

Prior Year Cost:

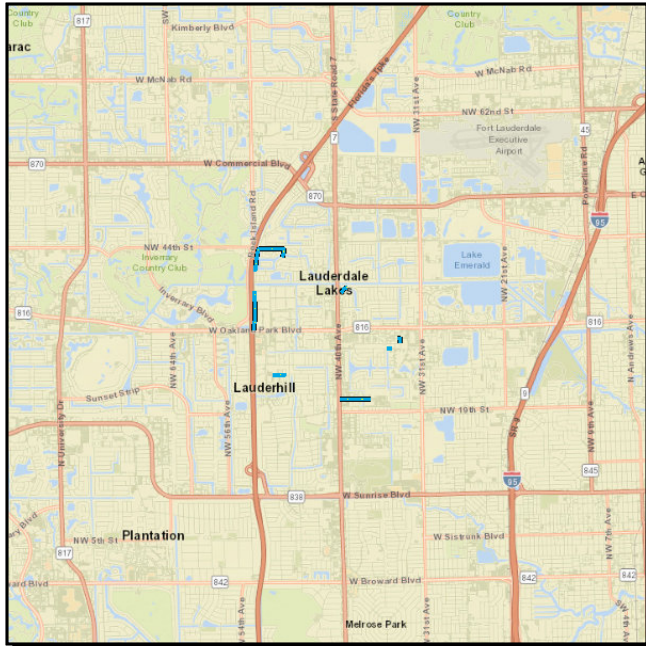
Future Year Cost:

Total Project Cost: 1,895,960

Project Description: 2021 MPO CSLIP PRIORITY #3 LAP WITH CITY OF LAUDERDALE LAKES PROVIDE TRAFFIC CALMING DEVICES SUCH AS DECORATIVE PAVERS, SPEED BUMPS, PAVER CROSSWALKS, ISLAND AND ROUNDABOUT IN SEVERAL LOCATIONS THROUGHOUT THE CITY **SEE WP45**

4497161 CITYWIDE SIDEWALK IMPROVEMENTS IN LAUDERDALE LAKES

Non-SIS



Work Summary: SIDEWALK **From:**

To:

Lead Agency: CITY OF LAUDERDALE LAKES

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	305,890	0	0	305,890
Total		0	0	305,890	0	0	305,890

Prior Year Cost:

Future Year Cost:

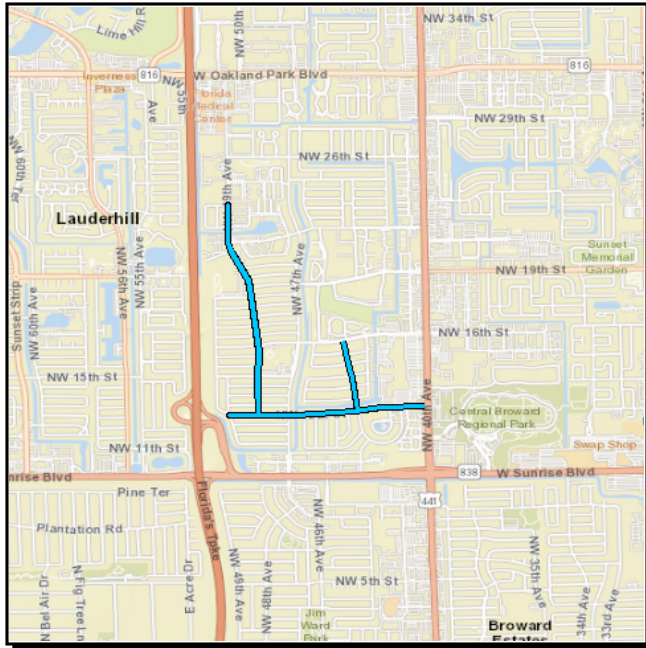
Total Project Cost: 305,890

Project Description: 2022 MPO CSLIP PRIORITY #22 CYCLE 5. CONSTRUCTION OF ADA COMPLIANT NEW SIDEWALKS AT NW 52 AV FRM OAKLAND PARK BLVD TO NW 36 ST;NW 43 CT. FRM NW 41 ST TO NW 48 AVE;NW 21ST ST FRM SR-7 TO WILLIE WEBB PARK;NW 33 AVE AT VARIOUS LOCATIONS; NW 37 ST AT VARIOUS L

LAUDERHILL

4507831 CITY OF LAUDERHILL VARIOUS LOCATIONS

Non-SIS



Work Summary:

From:

To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	0	0	150,190	150,190
Total		0	0	0	0	150,190	150,190

Prior Year Cost:

Future Year Cost:

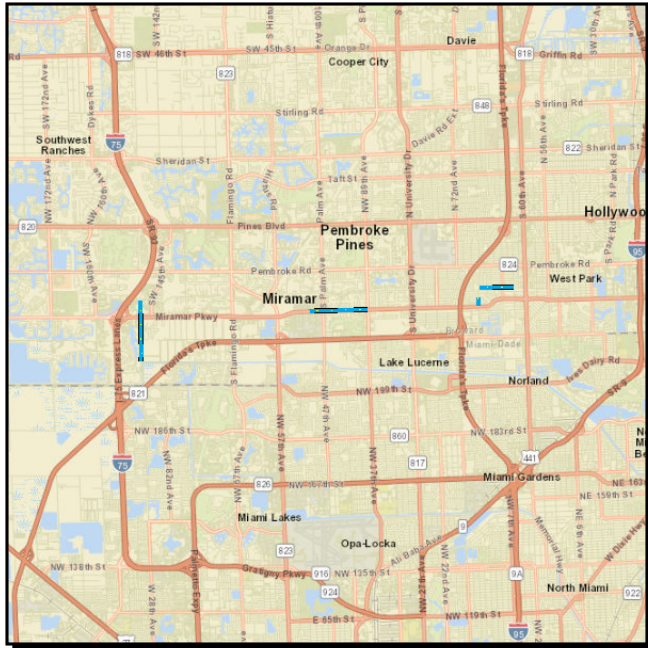
Total Project Cost: 150,190

Project Description:

MIRAMAR

4377951 MIRAMAR BIKE AND PEDESTRIAN MOBILITY IMPROVEMENTS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SU	3,652,588	0	0	0	0	3,652,588
Total		3,652,588	0	0	0	0	3,652,588

Prior Year Cost:

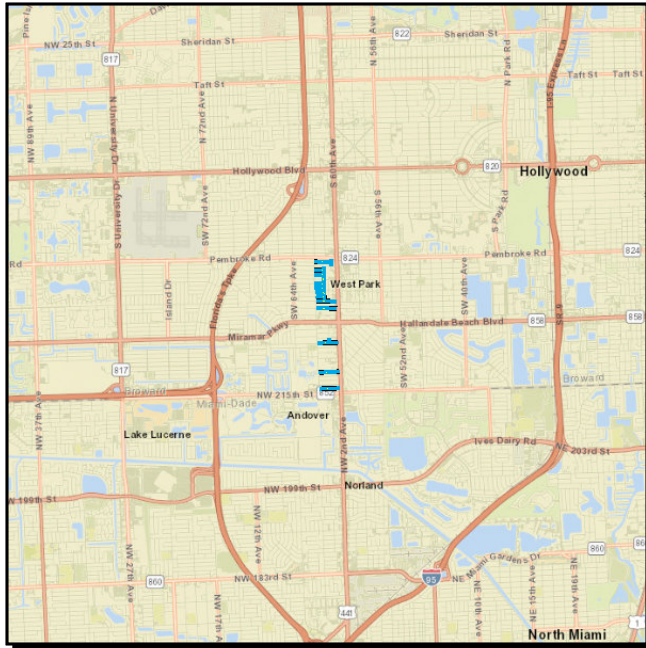
Future Year Cost:

Total Project Cost: 3,652,588

Project Description: BROWARD MPO MOBILITY 2015 - MPO PRIORITY #2 LOCATIONS: MIRAMAR PKWY FROM COMMERCE PKWY TO DOUGLAS ROAD; SW 68TH AVENUE FROM MIRAMAR PKWY TO SW 27TH COURT; SW 25TH STREET FROM SW 68TH AVENUE TO SW 62ND AVENUE; SW 148TH AVENUE FROM SW 48TH COURT TO MIRAMAR

4439451 MIRAMAR COMPLETE STREETS PHASE III

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	TALT	0	1,158,725	0	0	0	1,158,725
CST	LF	0	194,436	0	0	0	194,436
CST	SU	0	1,421,748	0	0	0	1,421,748
Total		0	2,774,909	0	0	0	2,774,909

Prior Year Cost:

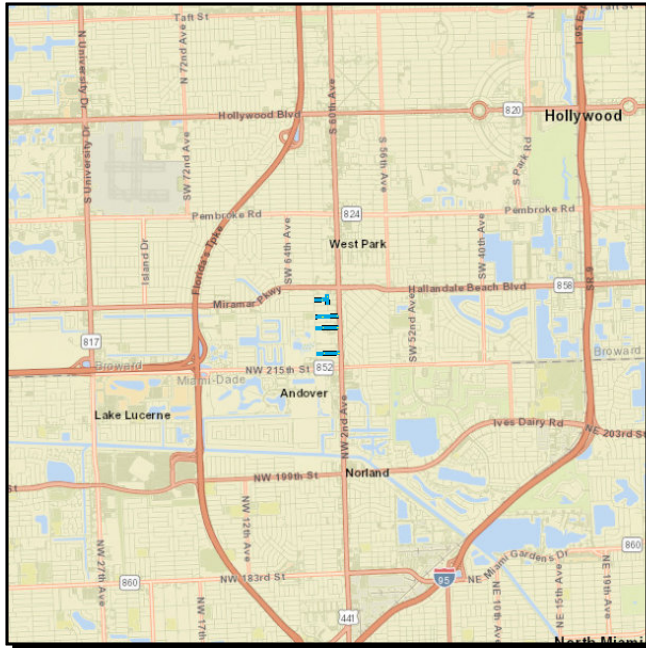
Future Year Cost:

Total Project Cost: 2,774,909

Project Description: 2020 MPO CSLIP PRIORITY #4 LAP WITH CITY OF MIRAMAR-DESIGN AND CONSTRUCTION PROVIDE 5FT SIDEWALK ON ONE SIDE, ADA-COMPLIANT RAMPS AND PEDESTRIAN LEVEL LIGHTING. PROJECT LIMITES: SW 18TH ST FROM SW 62ND AVE TO SR-7. SW 20TH ST FROM SW 62ND AVE TO SW 61ST A

4439771 CITY OF MIRAMAR COMPLETE STREETS PHASE IV

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	373,356	0	0	0	0	373,356
CST	SU	0	0	1,225,834	0	0	1,225,834
Total		373,356	0	1,225,834	0	0	1,599,190

Prior Year Cost:

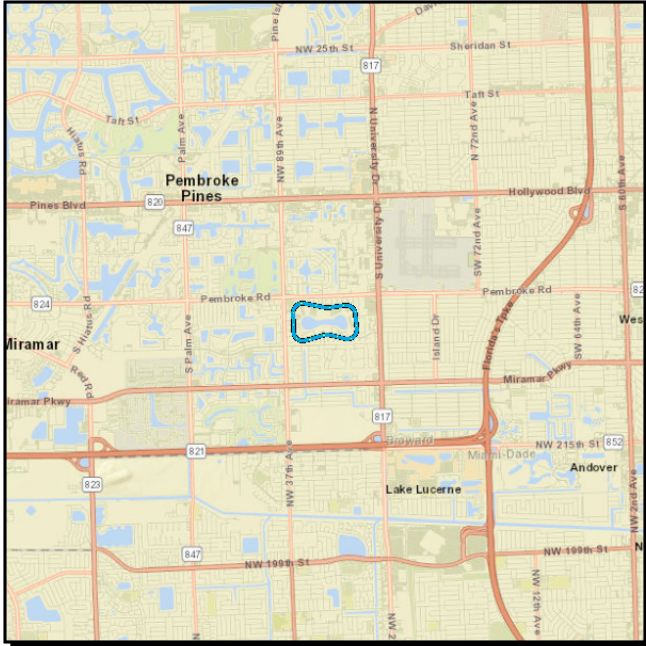
Future Year Cost:

Total Project Cost: 1,599,190

Project Description: 2021 MPO CSLIP PRIORITY #6 LAP WITH CITY OF MIRAMAR PROVIDE SIDEWALKS, PEDESTRIAN LIGHTING, CROSSWALKS AND ADA-COMPLIANT RAMPS IN VARIOUS LOCATIONS *SEE WP45*

4455351 SHERMAN CIRCLE FROM JODI LANE TO JODI LANE

Non-SIS



Work Summary: BIKE PATH/TRAIL **From:**

To:

Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	347,401	0	0	0	347,401
CST	SU	0	0	0	2,059,405	0	2,059,405
Total		0	347,401	0	2,059,405	0	2,406,806

Prior Year Cost:

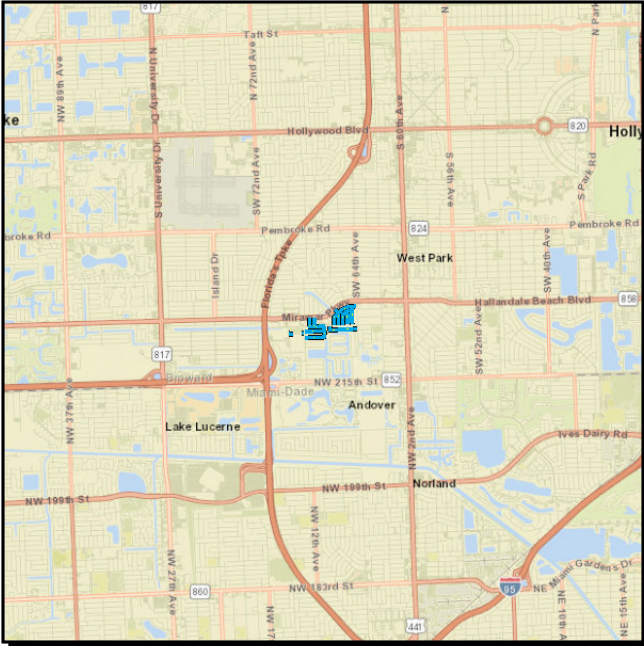
Future Year Cost:

Total Project Cost: 2,406,806

Project Description: 2021 MPO CSLIP PRIORITY #22 LAP WITH CITY OF MIRAMAR SHERMAN CIRCLE BEGIN AND END AT THE SAME POINT

4465521 A.C. PERRY K-8 SCHOOL - MULTIPLE LOCATIONS

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SR2T	0	1,048,025	0	0	0	1,048,025
Total		0	1,048,025	0	0	0	1,048,025

Prior Year Cost:

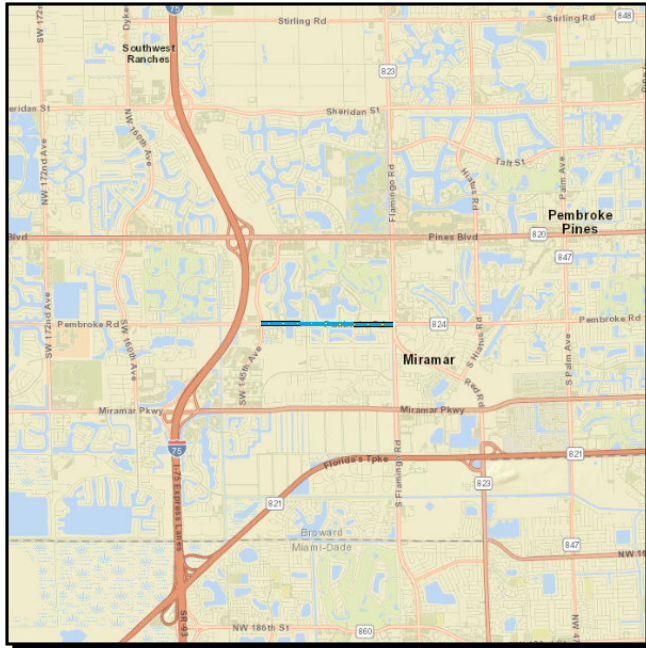
Future Year Cost:

Total Project Cost: 1,048,025

Project Description: SAFE ROUTE TO SCHOOL; LAP WITH THE CITY OF MIRAMAR **SEE WP45 FOR LOCATIONS**

4496901 PEMBROKE RD FROM SW 145TH AVE TO FLAMINGO ROAD

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: City of Pembroke Pines

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	253,948	0	0	0	253,948
PE	TALU	0	711,337	0	0	0	711,337
CST	SU	0	0	0	0	7,495,223	7,495,223
Total		0	965,285	0	0	7,495,223	8,460,508

Prior Year Cost:

Future Year Cost:

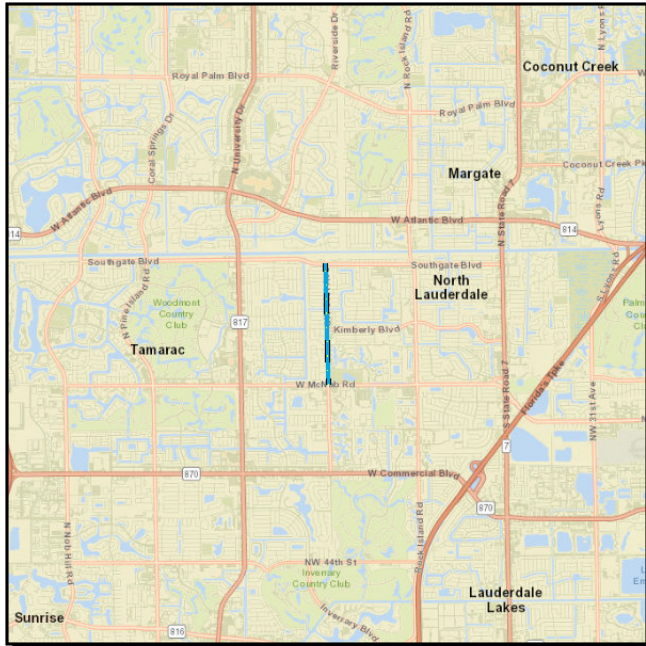
Total Project Cost: 16,921,016

Project Description: 2022 MPO CSMP PRIORITY #10 PROTECTED BICYCLE LANES AND WIDER SIDEWALKS LAP PROJECT WITH PEMBROKE PINES

NORTH LAUDERDALE

4482891 SW 81 AVE FROM MCNAB ROAD TO C-14 GREENWAY- CITY OF NORTH_LAUDERDALE

Non-SIS



Work Summary: BIKE PATH/TRAIL

From:

To:

Lead Agency: CITY OF NORTH LAUDERDALE

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	454,037	0	0	0	454,037
CST	TALT	0	0	0	0	73,690	73,690
CST	LF	0	0	0	0	521,627	521,627
CST	SU	0	0	0	0	1,768,036	1,768,036
Total		0	454,037	0	0	2,363,353	2,817,390

Prior Year Cost:

Future Year Cost:

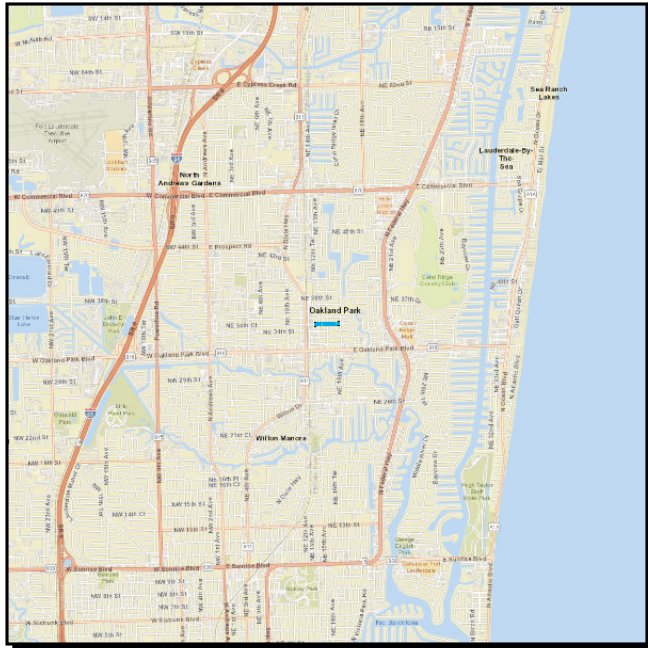
Total Project Cost: 2,817,390

Project Description: 2022 MPO CYCLE 4 PRIORITY #20; LAP W/ CITY OF NORTH LAUDERDALE SIDEWALK REMOVAL; CONSTRUCTION OF 10FT SHARED USE PATH 2 TRAFFIC CIRCLES; LIGHTING POLES AT ROUNDABOUTS

OAKLAND PARK

4381161 NE 34 COURT BEGINING AT NE 12 TERRACE TO NE 16 AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF OAKLAND PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	CARM	114,331	0	0	0	0	114,331
CST	SM	350,458	0	0	0	0	350,458
CST	SU	689,621	0	0	0	0	689,621
CST	TALU	729,993	0	0	0	0	729,993
Total		1,884,403	0	0	0	0	1,884,403

Prior Year Cost:

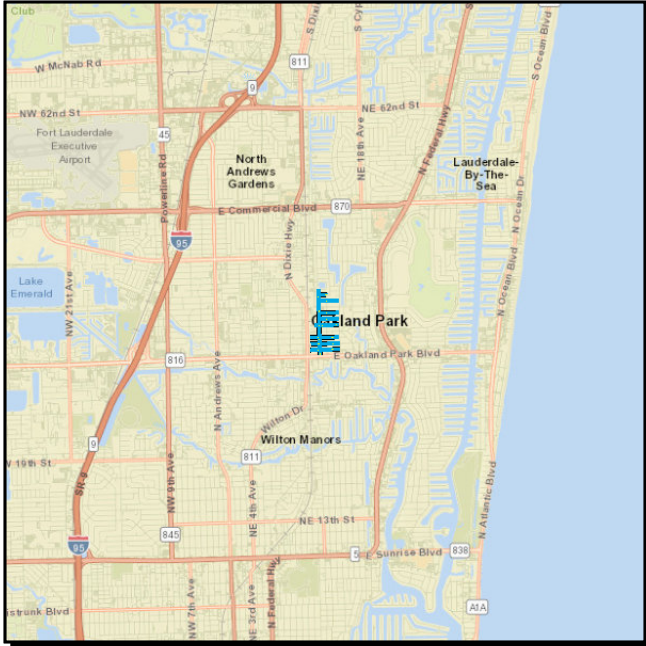
Future Year Cost:

Total Project Cost: 1,884,403

Project Description: 2015 MPO PRIORITY #3 BROWARD MPO LOCAL INITIATIVE PRIORITY PROJECT IN CITY OF OAKLAND PARK 2015; ADDING NEW SIDEWALKS, BIKE LANES, AND PEDESTRIAN LIGHTING; LAP WITH CITY OF OAKLAND PARK-DESIGN AND CONSTRUCTION

4449981 NE 13TH IMPROVEMENTS VARIOUS LOCATIONS - CITY OF OAKLAND PARK

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF OAKLAND PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	CARM	0	117,079	0	0	0	117,079
CST	SM	0	97,154	0	0	0	97,154
CST	LF	0	4,077,759	0	0	0	4,077,759
CST	SU	0	1,271,939	0	0	0	1,271,939
Total		0	5,563,931	0	0	0	5,563,931

Prior Year Cost:

Future Year Cost:

Total Project Cost: 5,563,931

Project Description: 2019 MPO CSLIP PRIORITY; LAP WITH CITY OF OAKLAND PARK; NE 13TH AVENUE FROM OAKLAND PARK BLVD TO 40TH PLACE; NE 32ND STREET FROM NE 12TH AVE TO NE 16TH AVE; NE 33RD STREET FROM NE 12TH AVE TO NE 16TH AVE; NE 34TH ST FROM NE 12TH AVE TO NE 16TH AVE; NE 35T

4455191 NW 19TH STREET FROM NW 31ST AVENUE TO POWERLINE ROAD

Non-SIS



Work Summary: MEDIAN MODIFICATION **From:**

To:

Lead Agency: BROWARD COUNTY

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	LF	0	135,643	0	0	0	135,643
CST	SU	0	1,536,533	0	0	0	1,536,533
Total		0	1,672,176	0	0	0	1,672,176

Prior Year Cost:

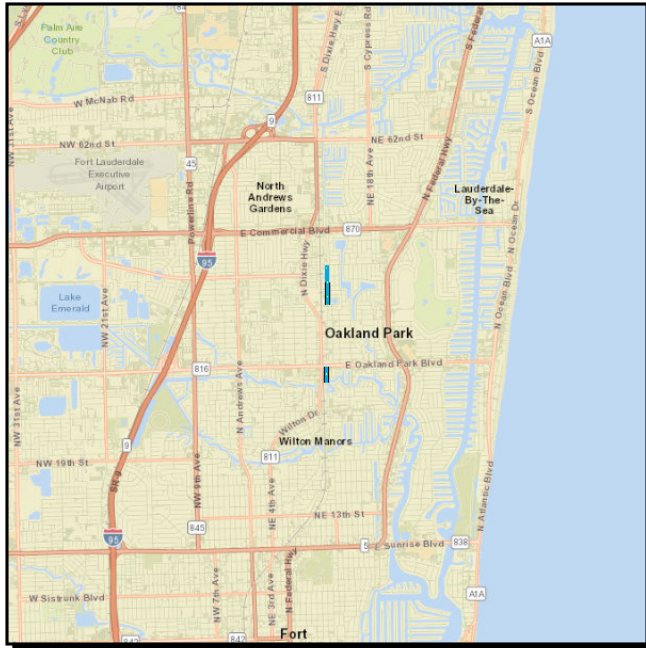
Future Year Cost:

Total Project Cost: 1,672,176

Project Description: 2021 MPO CSLIP PRIORITY #9 LAP W/BROWARD COUNTY

4497181 NE 12TH TERR ROADWAY IMPROVEMENTS

Non-SIS



Work Summary: SIDEWALK

From:

To:

Lead Agency: CITY OF OAKLAND PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	TALT	0	0	494,929	0	0	494,929
Total		0	0	494,929	0	0	494,929

Prior Year Cost:

Future Year Cost:

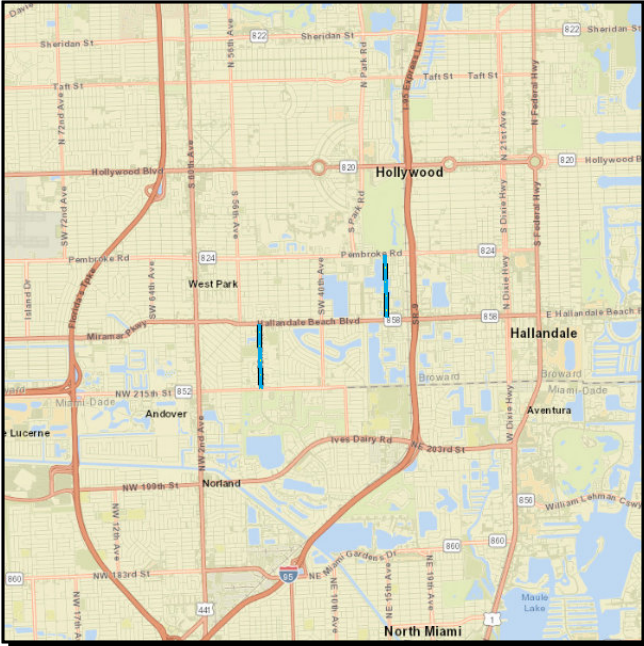
Total Project Cost: 494,929

Project Description: 2022 MPO CSLIP PRIORITY #25 CYCLE 5. CONSTRUCT PEDESTRIAN FACILITIES AS WELL AS WIDENING FOR THE INSTALLATION OF BICYCLE FACILITIES ALONG NE 12TH TERRACE FROM FLORANADA ROAD TO NE 40TH PLACE AND OAKLAND PARK BOULEVARD TO CITY LIMITS/ MIDDLE RIVER.

PEMBROKE PARK

4482871 PEMBROKE PARK VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: TOWN OF PEMBROKE PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	403,155	0	0	0	403,155
CST	SU	0	0	0	2,584,825	0	2,584,825
Total		0	403,155	0	2,584,825	0	2,987,980

Prior Year Cost:

Future Year Cost:

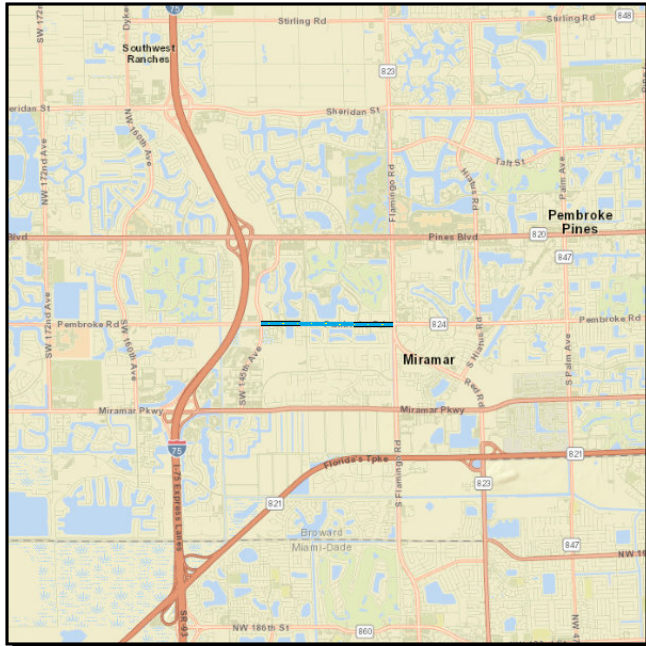
Total Project Cost: 5,975,960

Project Description: 2022 MPO CYCLE 4 PRIORITY #18; LAP W/ TOWN OF PEMBROKE PARK SW 52ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD AND SOUTH PARK RD FROM HALLANDALE BEACH BLVD TO PEMBROKE RD ADDITION OF BIKE LANES, CONSTRUCTION OF MISSING SIDEWALK, MILLING AND RESURF

PEMBROKE PINES

4496901 PEMBROKE RD FROM SW 145TH AVE TO FLAMINGO ROAD

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: City of Pembroke Pines

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	253,948	0	0	0	253,948
PE	TALU	0	711,337	0	0	0	711,337
CST	SU	0	0	0	0	7,495,223	7,495,223
Total		0	965,285	0	0	7,495,223	8,460,508

Prior Year Cost:

Future Year Cost:

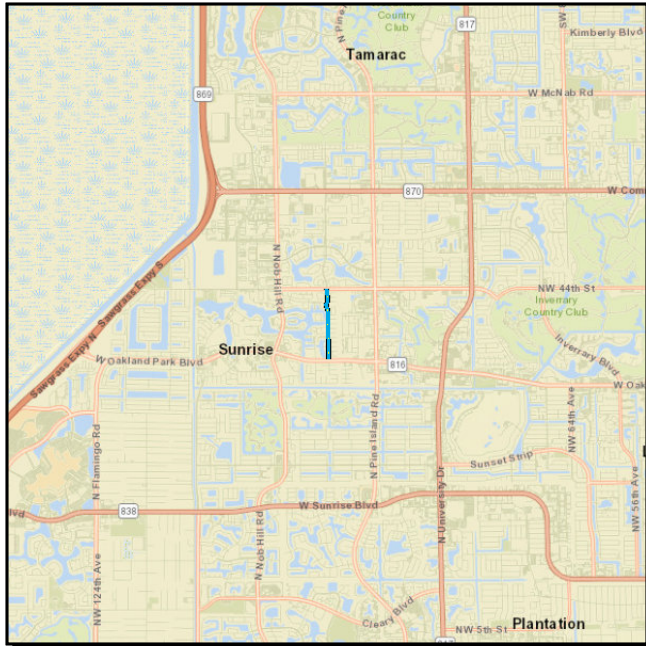
Total Project Cost: 16,921,016

Project Description: 2022 MPO CSMP PRIORITY #10 PROTECTED BICYCLE LANES AND WIDER SIDEWALKS LAP PROJECT WITH PEMBROKE PINES

SUNRISE

4455331 NORTHWEST 94TH AVENUE FROM NORTHWEST 44TH STREET TO 57TH STREET

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF SUNRISE

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	365,152	0	0	0	365,152
PE	TALU	0	5,000	0	0	0	5,000
CST	SU	0	0	0	808,125	0	808,125
CST	TALU	0	0	0	521,855	0	521,855
Total		0	370,152	0	1,329,980	0	1,700,132

Prior Year Cost:

Future Year Cost:

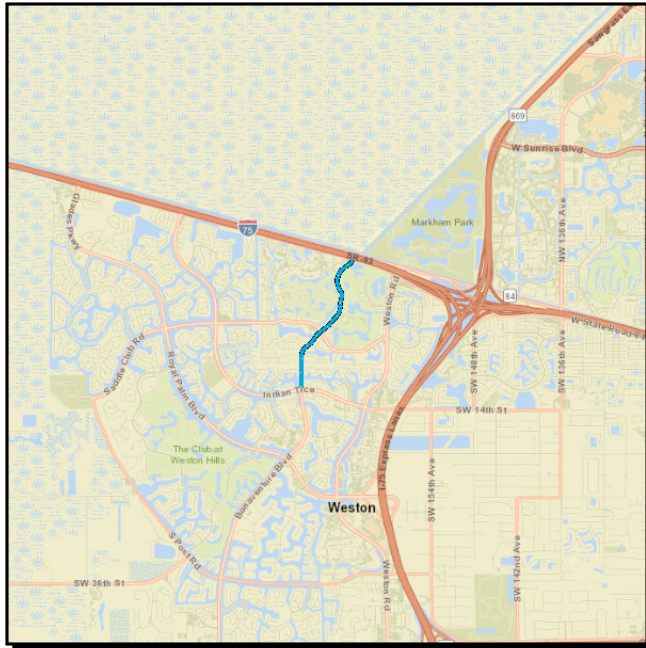
Total Project Cost: 1,700,132

Project Description: 2021 MPO CSLIP PRIORITY #20 LAP WITH THE CITY OF SUNRISE OR CITY OF TAMARAC

WESTON

4439521 BONAVENTURE BLVD. FROM INDIAN TRACE TO SR-84

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF WESTON

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	446,031	0	0	0	0	446,031
PE	SA	5,000	0	0	0	0	5,000
CST	SU	0	0	2,681,189	0	0	2,681,189
Total		451,031	0	2,681,189	0	0	3,132,220

Prior Year Cost:

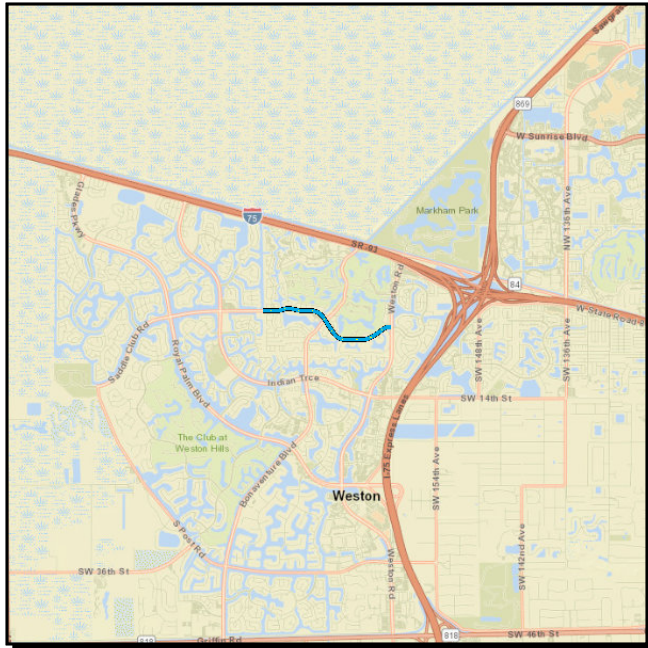
Future Year Cost:

Total Project Cost: 3,132,220

Project Description: 2021 MPO CSLIP PRIORITY #4 LAP WITH CITY OF WESTON PROVIDE 4'-5' WIDE BIKE LANES

4455321 SADDLE CLUB ROAD FROM WEST OF LAKEVIEW DRIVE TO WESTON ROAD

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Lead Agency: CITY OF WESTON

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	TALU	0	387,503	0	0	0	387,503
CST	SU	0	0	0	2,300,022	0	2,300,022
Total		0	387,503	0	2,300,022	0	2,687,525

Prior Year Cost:

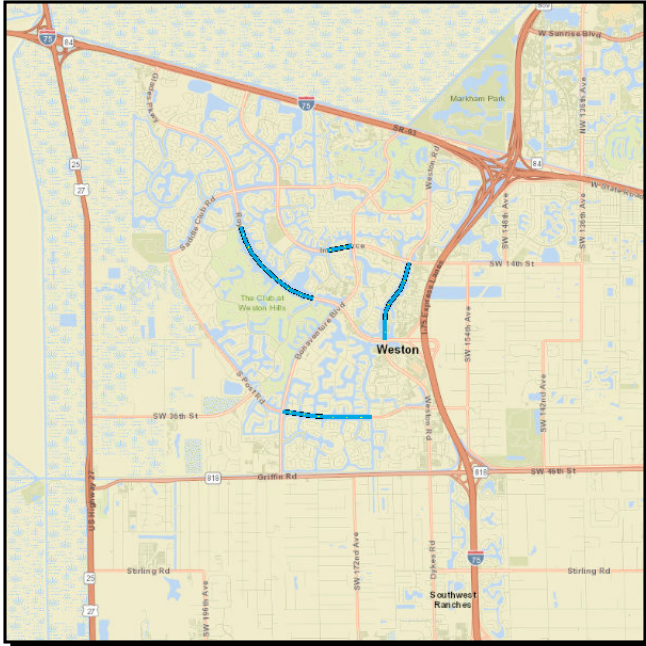
Future Year Cost:

Total Project Cost: 2,687,525

Project Description: 2021 MPO CSLIP PRIORITY #19 LAP WITH CITY OF WESTON

4482881 CITY OF WESTON VARIOUS LOCATIONS

Non-SIS



Work Summary: SIDEWALK **From:**

To:

Lead Agency: CITY OF WESTON

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	790,381	0	0	790,381
Total		0	0	790,381	0	0	790,381

Prior Year Cost:

Future Year Cost:

Total Project Cost: 790,381

Project Description: 2022 MPO CYCLE 4 PRIORITY #19; LAP W/ CITY OF WESTON INDIAN TRACE FROM TOWN CENTER BLVD TO BONAVENTURE BLVD; ROYAL PALM BLV. FROM WESTON HILLS DR TO TOWN CENTER BLVD; WESTON RD. FROM INDIAN TRACE TO ROYAL PALM BLVD; SOUTH POST RD. FROM BONAVENTURE BLVD TO

Attachment “B-1”

USDOT

FEDERAL TRANSIT ADMINISTRATION REQUIRED CONTRACTUAL PROVISIONS

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**UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)
Federal Transit Administration (FTA)**

ATTACHMENT B-1

FUNDING SUPPLEMENT

**FOR ALL FEDERALLY FUNDED
PROCUREMENTS**



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE
(MTECC)**

**TRADE CENTER SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL 33309**

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APPLICABLE PROVISIONS

= Applicable to this solicitation and/or purchase

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14. BUY AMERICA (For, Rolling Stock, Construction and Materials/Supplies)
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22. BONDING REQUIREMENTS (2 CFR §200.325)
23. CONTRACT WORK HOURS & SAFETY STANDARDS ACT
24. SEISMIC SAFETY
25. NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT
26. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS
27. CHARTER SERVICE OPERATIONS
28. SCHOOL BUS OPERATIONS
29. DRUG USE AND TESTING
30. ALCOHOL MISUSE AND TESTING

- 31. PATENT AND RIGHTS IN DATA
- 32. SPECIAL NOTIFICATION REQUIREMENT FOR STATES **(ONLY APPLIES IF STATE REQUIRES THIS - SEE NOTE TO PROCUREMENT UNDER THIS PROVISION)**
- 33. RECYCLED PRODUCTS
- 34. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE
- 35. ADA ACCESS
- 36. BUS TESTING
- 37. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS
- 38. TVM CERTIFICATION
- 39. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

CONTRACT SUBJECT TO FEDERAL FINANCIAL ASSISTANCE/APPLICATION OF PROVISIONS AND CLAUSES

This Contract/Project is funded in whole or in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Metropolitan Transportation Engineering and Construction Cooperative (hereinafter referred to as "MTECC") and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including 49 CFR Part 18, and the FTA Circular 4220.1F. The Contractor/Proposer/Bidder (may also be referred to herein as only "Contractor" unless expressly indicated otherwise) is required to comply with all terms and conditions prescribed for third-party contracts by FTA. The Contractor is responsible for ensuring its compliance with all applicable FTA requirements. Additionally, the Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the Contract, including all applicable FTA requirements. Upon request of MTECC or FTA, the Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of each subcontractor's compliance at all tiers. The following provisions and required Contract provisions shall be incorporated by reference in the Contract. These provisions are in addition to other General Terms and Conditions, Special Terms and Conditions, Solicitation Documents and Bid or Proposal Forms which may also be incorporated by reference in any resulting Contract. Some provisions require the Proposer, Bidder or Contractor to execute and submit certain required certifications with the Proposal, Bid or Agreement. Failure to execute and submit required certifications with the Proposal, Bid or Contract Documents may render a Proposal or Bid non-responsive or an Agreement null and void. MTECC has provided guidance to the Contractor by indicating applicable provisions and certifications in this Federal Funding Supplement. However, MTECC shall not be liable to the Contractor whatsoever for any mistakes or errors in determining the application of the provisions or certifications to the Agreement.

PROVISIONS 1 THROUGH 9 AND PROVISION 39 APPLY TO ALL CONTRACTS

- 1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES INCLUDING THE CONTRACTOR AND ITS SUBCONTRACTORS**
 - A. MTECC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MTECC, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
 - B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

3. ACCESS TO THIRD PARTY CONTRACT RECORDS AND SITES OF PERFORMANCE

- A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to MTECC, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times, complete and readily accessible, all books, records, accounts, reports, papers, including but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any types and supporting materials of Contractor, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or their authorized representatives, including any project management oversight contractor, access to Contractor's records, information and construction sites (including all Work and materials) pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
- C. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor agrees to maintain, complete and readily accessible, all books, records, accounts, reports, including but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any types and supporting materials for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract or in the event the Contractor is informed in writing to extend the three (3) year period, in which case the Contractor agrees to maintain same until MTECC, the FTA Administrator, the US Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. The Contractor shall maintain, and MTECC shall have the right to examine and audit, all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.
- E. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the Work terminated until three years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Claims and Disputes clause in the General Terms and Conditions or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.
- F. This provision entitled "Access to Third Party Contract Records and Sites of Performance" applies with equal force and effect to any subcontractors at any tier hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts at all tiers under this Contract and require subcontractor compliance therewith.

4. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed herein or included in the current Master Agreement between MTECC and FTA, as they may be amended or promulgated from time to time during the term of this Contract ("Federal Requirements"). Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either MTECC or FTA for a copy of the current FTA Master Agreement or access it from FTA's website (www.transit.dot.gov). The Federal Requirements and any changes to the Federal Requirements during the term of the Agreement are incorporated herein by reference and made a part hereof. The Federal Requirements and any changes to them shall apply to both the Contractor and all subcontractors.

5. CIVIL RIGHTS (TITLE VI, ADA, EEO) AND PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY

The following requirements apply to the Contract (except provision C(4) which applies only to construction projects):

- A. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, Federal transit law at 49 U.S.C. § 5332, and FTA Circular 4704. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex (including sexual orientation and gender identify), age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Promoting Free Speech and Religious Liberty. The Contractor shall ensure it complies with all provisions of the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- C. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:
 - 1. Race, Color, Religion, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal

policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities- In accordance with Title 1 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq. and section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
4. The following EEO clauses apply to all Agreements for construction (41 C.F.R. Chapter 60).

During the performance of this Agreement the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- b) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**
- c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- e) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and **shall post copies of the notice in conspicuous places available to employees and applicants for employment.**
- f) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- D. The Contractor shall:
1. Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
 2. Prohibit the:
 - a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
 - c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- a) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- E. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs.
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as MTECC deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Contractor is required to pay its subcontractors performing Work related to this Contract for satisfactory performance of that Work no later than 30 days after the Contractor's receipt of payment for that Work from MTECC. In addition, the Contractor shall return any retainage payments to subcontractors within 30 days after incremental acceptance of the subcontractor's Work by MTECC and Contractor's receipt of the partial retainage payment related to the subcontractor's Work.
- D. The Contractor must promptly notify MTECC, whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of Work. The contractor may not terminate any DBE subcontractor and perform that Work through its own forces or those of an affiliate without prior written consent of MTECC.
- E. MTECC sets an annual overall goal for the participation of DBEs. This Contract contains a minimum level of DBE participation, and is awarded in reliance upon the Contractor's representations that it can attain such DBE participation levels in addition to all other of Contractor's representations, certifications and submittals as required by this Contract.

- C. The Contractor shall cooperate with MTECC with regard to maximum utilization of DBEs and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist MTECC in verifying compliance with the DBE requirements of this Contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment. Upon Contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to MTECC's Administrative Compliance Officer.

7. INCORPORATION OF FTA TERMS

The Agreement is subject to the requirements of the Federal Transit Administration Master Agreement effective February 9, 2021, as amended (see link below), as applicable to the Federal fiscal year in which the Solicitation Documents or Contract are issued/awarded ("FTA Master Agreement") (see link below). In addition, all contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F (entitled, "Third Party Contracting Guidance") dated November 1, 2008, as amended, are hereby incorporated by reference ("FTA Circular") (see link below). In the event of a conflict between the provisions of the General Terms and Conditions and either the FTA Master Agreement or the FTA Circular, the applicable FTA document will control. In the event of a conflict between the FTA Master Agreement and the FTA Circular, the FTA Master Agreement shall control. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTECC requests which would cause MTECC to be in violation of the FTA Master Agreement or the FTA Circular. Both the FTA Master Agreement and the FTA Circular are incorporated herein by reference and made a part hereof.

FTA Master Agreement (link to FY21 Master Agreement is provided, but Contractor is obligated to obtain most recent FTA Master Agreement from FTA's website at www.transit.dot.gov): www.transit.dot.gov/sites/fta.dot.gov/files/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf

FTA Circular: [Third Party Contracting Guidance \(Circular 4220.1F\) \(dot.gov\)](http://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf) OR www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf

8. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act. This requirement applies to the Contractor and all subcontractors.

9. FEDERAL TAX LIABILITY/FELONY CRIMINAL VIOLATION

The Contractor shall certify that it: (a) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (b) was not convicted of the felony criminal violation under any Federal law (including a conviction of an

offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. §3559) within the preceding twenty-four (24) months (see Exhibit 8 entitled, “Federal Tax Liability/Felony Criminal Violation Certification”). U.S. DOT Order 4200.6

The Contractor shall require all subcontractors, regardless of tier, to complete the same certification regardless of the value of the subcontract.

**PROVISION 10 APPLIES TO ALL CAPITAL PROJECTS
(AS THAT TERM IS DEFINED IN 49 U.S.C §5302(3) – SEE BELOW)**

10. VETERANS EMPLOYMENT. As provided by 49 U.S.C. § 5325(k)

A. To the extent practicable, Contractor agrees that it:

- 1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- 2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

B. Contractor shall include paragraphs 10.A. (1) and (2) above in all its subcontracts.

The term “capital project” means a project for: (A) acquiring, constructing, supervising, or inspecting equipment or a facility for use in public transportation, expenses incidental to the acquisition or construction (including designing, engineering, location surveying, mapping, and acquiring rights-of-way), payments for the capital portions of rail trackage rights agreements, transit-related intelligent transportation systems, relocation assistance, acquiring replacement housing sites, and acquiring, constructing, relocating, and rehabilitating replacement housing; (B) rehabilitating a bus; (C) remanufacturing a bus; (D) overhauling rail rolling stock; (E) preventive maintenance; (F) leasing equipment or a facility for use in public transportation; (G) a joint development improvement that— (i) enhances economic development or incorporates private investment, such as commercial and residential development; (ii) (I) enhances the effectiveness of public transportation and is related physically or functionally to public transportation; or (II) establishes new or enhanced coordination between public transportation and other transportation; (iii) provides a fair share of revenue that will be used for public transportation; (iv) provides that a person making an agreement to occupy space in a facility constructed under this paragraph shall pay a fair share of the costs of the facility through rental payments and other means; and (v) may include— (I) property acquisition; (II) demolition of existing structures; (III) site preparation; (IV) utilities; (V) building foundations; (VI) walkways; (VII) pedestrian and bicycle access to a public transportation facility; (VIII) construction, renovation, and improvement of intercity bus and intercity rail stations and terminals; (IX) renovation and improvement of historic transportation facilities; (X) open space; (XI) safety and security equipment and facilities (including lighting, surveillance, and related intelligent transportation system applications); (XII) facilities that incorporate community services such as daycare or health care; (XIII) a capital project for, and improving, equipment or a facility for an

intermodal transfer facility or transportation mall; and (XIV) construction of space for commercial uses; (H) the introduction of new technology, through innovative and improved products, into public transportation; (I) the provision of nonfixed route paratransit transportation services in accordance with section 223 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12143), but only for grant recipients that are in compliance with applicable requirements of that Act, including both fixed route and demand responsive service, and only for amounts— (i) not to exceed 10 percent of such recipient’s annual formula apportionment under sections 5307 and 5311; or (ii) not to exceed 20 percent of such recipient’s annual formula apportionment under sections 5307 and 5311, if, consistent with guidance issued by the Secretary, the recipient demonstrates that the recipient meets at least 2 of the following requirements: (I) Provides an active fixed route travel training program that is available for riders with disabilities. (II) Provides that all fixed route and paratransit operators participate in a passenger safety, disability awareness, and sensitivity training class on at least a biennial basis. (III) Has memoranda of understanding in place with employers and the American Job Center to increase access to employment opportunities for people with disabilities. (J) establishing a debt service reserve, made up of deposits with a bondholder’s trustee, to ensure the timely payment of principal and interest on bonds issued by a grant recipient to finance an eligible project under this chapter; (K) mobility management— (i) consisting of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a governmental entity, under this chapter (other than section 5309); but (ii) excluding operating public transportation services; (L) associated capital maintenance, including— (i) equipment, tires, tubes, and material, each costing at least .5 percent of the current fair market value of rolling stock comparable to the rolling stock for which the equipment, tires, tubes, and material are to be used; and (ii) reconstruction of equipment and material, each of which after reconstruction will have a fair market value of at least .5 percent of the current fair market value of rolling stock comparable to the rolling stock for which the equipment and material will be used; (M) associated transit improvements; or (N) technological changes or innovations to modify low or no emission vehicles (as defined in section 5339(c)) or facilities.

PROVISION 11 APPLIES TO AWARDS EXCEEDING \$10,000

11. TERMINATION (Appendix II to 49 C.F.R. Part 200)

See MTECC’s Agreement provisions.

PROVISIONS 12 AND 13 APPLY TO ALL AWARDS EXCEEDING \$25,000

12. DEBARMENT AND SUSPENSION

- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the 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. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the

contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
 - 2) Suspended from participation in any federally assisted Award;
 - 3) Proposed for debarment from participation in any federally assisted Award;
 - 4) Declared ineligible to participate in any federally assisted Award;
 - 5) Voluntarily excluded from participation in any federally assisted Award; or
 - 6) Disqualified from participation in any federally assisted Award.
- B. By signing and submitting its Bid or Proposal and Exhibit 9, entitled, "Debarment & Suspension (Nonprocurement) Certification," the Bidder or Proposer certifies as follows:
- 1) The certification in this clause is a material representation of fact relied upon by MTECC. If it is later determined by MTECC that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to MTECC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.
- C. In addition to all other requirements of this provision, the Bidder or Proposer and all subcontractors shall use the System for Award Management (SAM) to prove they are not debarred or to identify debarred companies [see <https://www.sam.gov/SAM/>]. Post award, the Contractor shall use SAM if any new subcontractors are added to the Agreement and provide such documentation to MTECC in compliance with this provision.
- D. The Bidder or Proposer further agrees to include this provision requiring such compliance in all of its lower tier covered transactions.

13. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

- A. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award of the Agreement, the Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, MTECC is obligated to promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region IV. MTECC is required to include a similar notification requirement in all of its Third Party Agreements, which includes this Agreement. Pursuant to this same FTA requirement, the Contractor is required to include an equivalent provision to Provision 14 in all of its subcontractor or subconsultant agreements at every tier.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 3) Additional Notice to U.S. DOT Inspector General. MTECC must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the MTECC has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between MTECC and FTA, or an agreement involving a principal, officer, employee, agent, or the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of MTECC. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all MTECC divisions, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence. (d) Enforcement. The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

Please see the FTA Master Agreement, as amended, for other defined terms used in this provision.

D. See other related provisions in MTECC General Terms and Conditions.

PROVISION 14 APPLIES TO AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD, EXCEPT FOR ROLLING STOCK WHERE THE THRESHOLD IS \$150,000

14. BUY AMERICA (For, Rolling Stock, Construction and Materials/Supplies)

The Buy America requirements apply to all contracts, which include the purchases of steel, iron and manufactured goods, including construction, the acquisition of goods, or the acquisition of rolling stock or capital leases, subject to the applicable threshold amounts.

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11.

Rolling stock (which includes train control, communication, traction power equipment and rolling stock prototypes) must be assembled in the United States and have a seventy percent (70%) domestic content. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the cost of steel or iron produced in the United States and used in the rolling stock frames or car shells will be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the United States. For rolling stock rebuilds the Buy America domestic content requirement is 100%. For rolling stock overhauls, the Buy America domestic content is 100%, unless the agency contracts with the original equipment manufacturer (OEM) and then it is currently 60%.¹

The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. The \$150,000 threshold amount for rolling stock applies only to the Contract; all subcontracts under this threshold amount are subject to Buy America. The Contractor shall provide the fully executed Buy America Certification provided in Exhibit 10.

Compliance with these Buy America requirements shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

Limitation on Certain Rolling Stock Procurements.— Award of a contract or subcontract shall not be made if prohibited by 49 U.S.C §5323(u) which prohibits such awards to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

- (a) is incorporated in or has manufacturing facilities in the United States; and
- (b) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that—
 - (i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff

¹ Per 49 CFR Part 661 (Docket Nos. FTA-2016-0019 & FTA-2016-0020) Notice of Policy on the Implementation of the Phased Increase in Domestic Content under the Buy America Waiver for Rolling Stock and Notice of Public Interest Waiver of Buy America Domestic Content Requirements for Rolling Stock Procurement in Limited Circumstances, FTA Response to Question E on Page 60282 of the Federal Register, Vol. 81, No. 170/Sept. 1, 2016.

Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;
(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and
(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).

The "Simplified Acquisition Threshold" means the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **For FY21 the Simplified Acquisition Threshold is \$250,000.**

PROVISION 15 APPLIES TO AWARDS EXCEEDING \$100,000

15. LOBBYING

Contractors and all subcontractors who submit a proposal or bid for a Contract award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to MTECC. The Contractor shall complete the affidavit/certification provided in Exhibit 11 entitled, "Restrictions on Lobbying and Non-Collusion Affidavit/Certification." Should the certification required by 49 C.F.R. Part 20 differ from Exhibit 11, the Contractor shall be required to complete the form in 49 C.F.R. Part 20.

PROVISIONS 16 AND 17 APPLY TO AWARDS EXCEEDING \$150,000

16. CLEAN AIR

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. Contractor agrees to report each violation to MTECC and understands and agrees that MTECC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. CLEAN WATER

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 -1388. Contractor agrees to report each violation to MTECC and understands and agrees that MTECC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

PROVISIONS 18 AND 19 APPLY ONLY TO THE TRANSPORT OF PROPERTY OR PERSONS

18. CARGO PREFERENCE (For, Rolling Stock, Construction and Materials/Supplies)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MTECC (through the Contractor in the case of a subcontractor's bill-of-lading); and
- C. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

19. FLY AMERICA

Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S.-Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum of unavailability adequately explaining (to MTECC's sole satisfaction) why service by a U.S.-Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

For the purpose of Provision 16, the following definitions shall apply:

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**PROVISIONS 20 AND 21 APPLIES ONLY TO ALL CONSTRUCTION, ALTERATION OR
REPAIR CONTRACTS IN EXCESS OF \$2,000
(SEE PROVISION 22 FOR ADDITIONAL REQUIREMENTS)**

20. FTA - CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT (40 U.S.C. §§ 3141-3144 and 3146-3148 and 49 C.F.R. Part 5)

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding - MTECC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, MTECC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to MTECC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005- 00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to MTECC, for transmission to the Federal Transit Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to MTECC. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: That the

Payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval

of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference into this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and

the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DavisBacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT (for the actual construction, alternation and/or repair, including painting and decorating of a public building or public work)

The Contractor and its subcontractors shall comply with the Copeland “Anti-Kickback” Act (“Act”) requirements of 29 C.F.R. 5.5(a)(1) through (10), which are incorporated by reference into this Contract. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

The Contractor shall also comply with the following requirements:

a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:

- (i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;

b) Section 2 of the Act, as amended, 18 U.S.C. § 3145, applies to construction and repair Contracts exceeding \$2,000:

- (i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(ii) (ii) Application — The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001; and

c) U.S. DOL regulations “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR Part 3, which are incorporated by reference in this contract.

d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

PROVISION 22 APPLIES TO ALL CONSTRUCTION OR FACILITY IMPROVEMENT CONTRACTS OR SUBCONTRACTS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD

22. BONDING REQUIREMENTS (2 CFR §200.326)

Refer to MTECC’s General Terms and Conditions/Payment and Performance Bond and the requirements for Bid/Proposal bonds in the solicitation documents.

See Provision 14 for a definition of the “Simplified Acquisition Threshold” and current Federal fiscal year amount.

PROVISION 23 APPLIES TO ALL CONTRACTS IN EXCESS OF \$100,000 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

23. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages - MTECC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

PROVISION 24 APPLIES TO ALL CONTRACTS FOR THE DESIGN OR CONSTRUCTION OF NEW BUILDINGS OR ADDITIONS TO EXISTING BUILDINGS

24. SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required by the Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under this Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project. The Contractor must provide the Seismic Safety Certification (Exhibit 12) with the Bid/Proposal.

PROVISION 25 APPLIES ONLY TO CONTRACTS INVOLVING NONCONSTRUCTION ACTIVITIES

25. NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations in 29 C.F.R Part 5.

The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

PROVISIONS 26 THROUGH 30 APPLY ONLY TO AGREEMENTS FOR TRANSIT OPERATIONS

26. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

- (1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, US DOT regulations (49 CFR Part 21) or US Department of Labor regulations (41 CFR chapter 60), when required. and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA- LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

- (2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C.

§ 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant

Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

- (3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

27. CHARTER SERVICE OPERATIONS

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

28. SCHOOL BUS OPERATIONS

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

29. DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the MTECC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review

the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to MTECC. **To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.**

30. ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 CFR Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to MTECC. **To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.**

PROVISION 31 APPLIES ONLY TO PLANNING, RESEARCH, DEVELOPMENT, AND DEMONSTRATION PROJECTS

31. PATENT AND RIGHTS IN DATA

The Contractor shall comply with the requirements of 37 C.F.R Part 401, as well as MTECC’s Agreement provisions.

PROVISION 32 APPLIES ONLY to STATES AND ORGANIZATIONS THAT ARE BEING FUNDED DIRECTLY BY THE STATE WITH FTA GRANT FUNDS.

32. SPECIAL NOTIFICATION REQUIREMENT FOR STATES

(NOTE TO PROCUREMENT: Per FTA guidance dated July 2011: “The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub- grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States.” **Therefore this provision will ONLY apply to MTECC Contracts if MTECC is obligated to comply through a State of Florida funding agreement.**)

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

PROVISION 33 APPLIES TO ALL APPLICABLE PROCUREMENTS AND CONTRACTS (AS DEFINED BELOW)

33. RECYCLED PRODUCTS

For all procurements and contracts involving items designated by the Environmental Protection Agency (EPA) where the Contractor purchase \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year exceeds \$10,000 ("Applicable Procurements and Contracts"). The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

PROVISION 34 APPLIES TO ALL CONTRACTS AND SOLICITATIONS FOR INTELLIGENT TRANSPORTATION SYSTEMS

34. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

National Intelligent Transportation Systems ("ITS") Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA- LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

PROVISION 35 APPLIES TO ALL CONTRACTS FOR ROLLING STOCK OR FACILITIES' CONSTRUCTION OR RENOVATIONS

35. ADA ACCESS

- A. MTECC must 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; 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; 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; and 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.
- B. All deliverable items provided by the Contractor for MTECC under this Contract shall comply with the above- referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

PROVISIONS 36 THROUGH 38 APPLY ONLY to ROLLING STOCK PROCUREMENTS

36. BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. §§ 5318 and 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to MTECC at a point in the procurement process specified by MTECC which will be prior to MTECC's final acceptance of the first vehicle.
- B. A manufacturer who releases a report under paragraph A above shall provide notice to the operator of the testing facility that the report is available to the public.
- C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to MTECC prior to MTECC's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

37. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and (m) and FTA's implementing regulation at 49

C.F.R. Part 663 and to submit the following certifications:

- A. Buy America Requirements: The Bidder/Proposer/Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (using Exhibit 10). If the Bidder/Proposer/Contractor certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- B. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the Bid or Proposal Contract Documents.
- C. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit: 1) manufacturer's FMVSS self- certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

38. TVM CERTIFICATION

The Transit Vehicle Manufacturer (TVM) shall provide MTECC with the Transit Vehicle Manufacturer (TVM) Certification of Compliance (see Exhibit 13) stating that it has complied with FTA's DBE requirements in 49 CFR Part 26.49. Along with Exhibit 13, the TVM shall also provide MTECC with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 CFR Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 CFR Part 26.49 and in addition submit to MTECC a copy of the documents submitted to FTA for approval. **These documents shall be submitted with the solicitation response or the TVM's (or Proposer's/Bidder's/Offeror's, if same is not the TVM) submittal may be deemed non-responsive.**

PROVISION 39 APPLIES TO ALL CONTRACTS

39. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor shall comply with the requirements of 2 CFR 200.216.

² Rolling stock procurements include both the manufacture of new vehicles, as well as the remanufacture of existing vehicles. It does not include overhauls.

Attachment “B-2”

USDOT

FEDERAL HIGHWAY ADMINISTRATION REQUIRED CONTRACTUAL PROVISIONS

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Federal Contractual Provisions

ATTACHMENT B-2

FEDERAL HIGHWAY ADMINISTRATION REQUIRED CONTRACTUAL PROVISIONS

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

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

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

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

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

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

- a) As a sub-recipient of FHWA or FTA funding, MTECC is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that MTECC can likely achieve the overall aspirational goal of 10.65% (7% for FTA) without the use of contract goals. Nevertheless, MTECC is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>

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

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

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

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

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

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

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

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

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

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

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

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

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

EVALUATION CRITERIA

RFQ No. 23-02

General Design and Engineering (DES) Services

The criteria below will be used to evaluate each RFQ Submittal. There are four (4) criteria, with points assigned to each according to their relative importance to the overall evaluation process for this RFQ.

1) QUALIFICATIONS AND EXPERIENCE (Maximum 40 Points)

This category will evaluate recent experience (within the last five years) of the Proposer in the areas described in the Scope of Services. Proposer shall demonstrate its qualifications and experience in the areas identified in Section 4.2 of the Scope of Services.

- Experience in design contractor or consultant services for a Florida government entity. Outline the extent of the services and the term in service.
- Experience with Federal requirements for FHWA and FTA funded projects.
- Experience with FDOT District 4 projects.
- Experience and Ability to address the wide range of needs that may arise within the mission of MTECC.
- Experience in managing a growing entity such as MTECC.

2) PERSONNEL (Maximum 20 Points)

This category will evaluate the qualifications and experience of key personnel available for this contract. Provide a summary resume for key personnel (prime and subconsultant personnel) describing qualifications and experience relevant to this project. Key personnel includes the Proposed Project Manager and Project Leaders.

A proposed organizational chart illustrating how the team will provide a logical division of responsibility and a clear line of authority in accomplishing the Scope of Services shall be provided. The proposed Chart may be presented with a minimum 10 pt. font on 11" x 17" paper, folded to fit in 8.5" x 11" format. The proposed chart will not count toward the maximum page count allowed.

- Key Person with Experience as Design and Engineering Project Manager
- Key Person as Lead Designer
- Key Personnel Types with Sample Resumes:
 - Project Manager for Design Consultant (should be specific personnel as this may be a near term need)
 - Lead Media Relations
 - Lead DBE Program
 - Lead Construction Plans/Specs

3) PROPOSED TECHNICAL APPROACH (Maximum 20 Points)

This category will examine the Proposer's approach, creativity, and resourcefulness to provide the required services. The Proposer shall show specific understanding and familiarity with the particular requirements of the Scope of Services and the Proposer's approach to address them. The Proposer should demonstrate familiarity with relevant programming guidance.

- Outline how the Contractor will work closely with MTECC understanding there will be a tight budget where resources must be estimated, allocated and managed in an efficient manner for each Work Order.
- Outline how the Contractor will assign project managers and access specialized expertise as needed based on the different type of projects.
- Outline the approach to partnering with FDOT and municipalities under the direction of MTECC to timely deliver a successful project.
- Outline the partnering approach with MTECC, FDOT and municipalities on LAP projects.
- Give examples of successful case studies that may apply to the technical approach for MTECC.

4) PROJECT UNDERSTANDING (Maximum 20 points)

This category will examine the Proposer's comprehensive understanding of the project requirements and environment. Proposer should show specific understanding and familiarity with the South Florida region and regional issues as they relate to transportation needs in the area.

- Outline key issues associated with delivering projects for MTECC.
- Outline key issues associated with delivering FHWA and FTA funded projects.
- Outline key issues associated with delivering FDOT LAP design phase projects.
- Outline key issues that may be faced in being the design contractor or consultant for MTECC.

PROPOSAL FORM

RFQ No. 23-02

GENERAL DESIGN AND ENGINEERING SERVICES

CONTRACTOR : _____

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

I CERTIFY that this Submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a RFQ Submittal for the same contractual services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this RFQ Submittal and that the Submittal is in compliance with all requirements of the Request for Qualifications, including but not limited to, certification requirements.

The Proposer further declares that it has examined the solicitation documents and all addenda thereto elsewhere; and that it has satisfied itself about the work to be performed and all other required information within the Request for Qualifications.

The Proposer certifies the proposing firm nor any of its officers is on the United States Comptroller General’s List of Ineligible Contractors for Federally Financed or Assisted Projects.

Authorized Signature

Printed Name

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

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

CONTRACTOR'S QUALIFICATION CERTIFICATION

Exhibit 3

FDOT PRE-QUALIFIED: YES NO

Firm Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Contact Person: _____ Title: _____

E-Mail Address: _____

FEID # _____ DUNS # _____ FLVendor # _____

1. DBE Certified No Yes Classification: _____

Certified By: _____

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

3. Identify the area(s) which the business serves: Miami-Dade Broward
 Palm Beach Florida Other _____

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

5. Type of Business:

A. **Sole Proprietor**

Name _____

Home Address _____

Home Phone _____ Cell Phone _____

Professional license/Certificate of Competency# _____

B. **Partnership**

Are the owners of the business lawful, permanent residents of Florida? Yes No

Provide the name, residential address and telephone number of all owners of the business.

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #: _____

Name in which license/Certificate of Competency is issued: _____

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

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

7. References (Please list prior similar projects)

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

Estimated amount of current work under contract: \$ _____

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

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

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

Signature

Affix Corporate Seal

COUNTY OF _____

STATE OF _____

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

___ An individual acting in their own right;

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

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

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

Place Notary Seal Here

Signature of Person Taking Acknowledgment

In lieu of Stamp: _____
Type or Print Name

Title

Expiration Date

DRUG FREE WORKPLACE CERTIFICATE

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Bidder's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;
4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;
5. Notifying Metro Transportation Engineering and Construction Cooperative in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: _____
(Please print or type)

By: _____
Authorized Signature

Name of Authorized Signature Date

**Affix Corporate Seal
(If Applicable)**

County Of

State Of

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

___ An individual acting in their own right;

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

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

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

Place Notary Seal Here

Signature of Person Taking Acknowledgment

In lieu of Stamp: _____
Type or Print Name

Title

Expiration Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180.

(2) To the best of its knowledge and belief, that its Principals and Subrecipient’s at the first tier:

- a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d) It has not had one or more public transactions (Federal, State, local) terminated for cause or default within a three-year period preceding this Certification,
- e) If, at a later time, it receives any information that contradicts the statement of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- f) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR Part 180 if it:
 - 1. Equals or exceeds \$25,000,
 - 2. Is for audit services, or
 - 3. Requires the consent of a Federal Official, and

- g) It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award;
 - vi. Disqualified from participation in any federally assisted Award.

(3) It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principles including any of its first tier Subrecipient’s or its Third Party Participants at a lower tier, in unable to certify compliance with the preceding statements in this Certification Group.

Certification:

Contractor: _____

Name and Title of Contractor’s Authorized Official _____

Signature: _____ Date: _____

TRUTH-IN-NEGOTIATION CERTIFICATE

For the work described as:

GENERAL DESIGN AND ENGINEERING SERVICES

I hereby certify that I am the _____ (title) and duly authorized representative of the Firm whose name is _____ and whose address is: _____.

In connection with the Firm's bid or price proposal for this firm fixed price, negotiated or change order contract which is to be submitted to the Metro Transportation Engineering and Construction Cooperative(MTECC) for approval, I hereby certify, to the best of my knowledge, information, and belief, that:

- (a) The wage rates and other factual unit costs supporting the Firm's compensation, as set forth in the bid or proposal, are accurate, complete and current as of the time of the contracting;
- (b) It is my understanding and the understanding of the Firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the MTECC is entitled to an adjustment in all appropriate items of compensation, including profit, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the Firm I here represent that the MTECC's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor.
- (c) It is my understanding and the understanding of the Firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

Date _____ Signature _____

Sworn to and subscribed to before me this _____ day of _____, 20___. Official Seal must be affixed.

Signature of Notary Public _____

My Commission Expires _____
(SEAL)

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE
DECLARATION OF NON COLLUSION AND CERTIFICATION IN COMPLIANCE
WITH 49 CFR SUBSECTION 29.510**

STATE OF _____, COUNTY OF _____

I, _____, hereby declare that I am _____
Name Title

of _____ of _____
Firm City and State

and the person responsible within my firm for the final decision as to the price(s) and amount of this bid on Metro Transportation Engineering and Construction Cooperative Project No. 23-02.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bid or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sales of materials or services to any firm or person, and has not been promised to paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Metro Transportation Engineering and Construction Cooperative in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

EXCEPTIONS: _____

Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct.

Declarant
Executed this _____ day of _____, 20_____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Firm] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Firm, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Firm's Authorized Official

_____ Name and Title of Firm's Authorized Official

_____ Date

SCHEDULE OF SUBCONTRACTORS

Bidder must include in this Schedule all Subcontractors anticipated to perform a portion of the Work. Use additional sheets as needed.

Subcontractor Name and Trade/Discipline	Address	Phone	State Registration/ or License Number	Description Contract Items to be Purchased or Performed	DBE Y/N

E-VERIFY

Solicitation No: _____

Solicitation Title: _____

Company/Firm: _____ ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and
- (b) All persons (including sub-contractors/sub-vendors) assigned by Contractor to perform work pursuant to the contract with MTECC. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with MTECC.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), on behalf of _____ (company name), who ___ is personally known to me or ___ has provided _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Taped, Printed or Stamped)

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

**RFQ NO. 23-02
GENERAL DESIGN AND ENGINEERING SERVICES**

**CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES
(Agreements of \$1,000,000.00 or more)**

Name: _____

FEIN: _____

Authorized Representative Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or been engaged in business operations in Cuba or Syria. The lists are created pursuant to section 215.473 and 215.4725 Florida Statutes.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or Scrutinized Companies that Boycott Israel List, and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: _____
Authorized Signature

Print Name: _____

Print Title: _____

DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST
ANTICIPATED DBE PARTICIPATION STATEMENT

RFQ Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

OR

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

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

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

Date: _____

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

BID OPPORTUNITY LIST

Prime Contractor / Prime Consultant: _____

Address/Telephone Number: _____

RFQ Number/Advertisement Number: _____

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

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

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

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

FAILURE TO COMPLETE, SIGN AND RETURN THE DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST MAY DEEM YOUR OFFER NON-RESPONSIVE.

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

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

By: _____

Title: _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ **DAY OF** _____, 2023.

Notary Public Signature _____

Notary Public Printed Signature _____

Notary Stamp Seal

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

NO SUBMITTAL NOTICE

Dear Vendor/Firm:

The Procurement Department of the Metro Transportation Engineering and Construction Cooperative has solicited your participation for RFQ NO. 23-02, entitled GENERAL DESIGN AND ENGINEERING SERVICES. **Please complete this form only if you do not intend to submit a proposal on this project.** MTECC is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance.

I do not intend to bid on this project because:

- Do not have the necessary equipment, labor, and capital required.
- Do not have the experience necessary to perform the work.
- Heavy workload makes bidding impossible at this time.
- Unable to get bonding and/or special insurance.
(Be specific) _____
- Insufficient time to complete the work.
- General Conditions/Specifications contains requirements which I do not understand. (Explain) _____

- General Conditions/Specifications contains requirements with which I disagree. (Explain) _____

Comments: _____

- Retain my name on MTECC's vendor list**
- Remove my name from MTECC's vendor list**

_____ (Company Name) _____ (Signature)

Please email this form to brossc@browardmpo.org



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-02

BETWEEN

METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

AND

FOR

GENERAL PROGRAM MANGEMENT SERVICES

AGREEMENT NO. 23-02

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

FOR

GENERAL DESIGN AND ENGINEERING SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as “MTECC”,

AND

_____, a _____, authorized to and doing business in the State of Florida, hereinafter referred to as “CONTRACTOR”.

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-02, for GENERAL PROGRAM MANGEMENT SERVICES, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC’S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC’s issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

- 1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor’s services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

- 2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

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

CONTRACTOR:

Attn: _____

MTECC:

Metro Transportation Engineering and
 Construction Cooperative
 Trade Centre South
 100 W. Cypress Creek Road, Suite 650
 Fort Lauderdale, FL 33309
 Attn: Mr. Lowell R. Clary

WITH COPY TO:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature:

ATTEST:

METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION COOPERATIVE

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

By _____
VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

(CONTRACTOR NAME)

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)



**Certificate of Disbursement of
Previous Periodic Payment to Subcontractors**

Contract No. 23-02 Date _____

Contract Name GENERAL DESIGN AND ENGINEERING SERVICES

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

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

Firm

(Signature of Authorized Representative)

NOTARY STATEMENT
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me the ____ day of _____,
20__, by _____ who is personally known to me or who has
produced _____ as identification and who did/did not take an oath.

Signature of Notary

My Commission Expires _____



Subcontractor's Certificate of Previous Payment

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

KNOW ALL MEN BY THESE PRESENTS, That (name) _____
representing _____, whose
address is _____, with the
title of _____, whom after being first duly sworn, upon oath
deposes and says that pursuant to the provisions of the contract for:

CONTRACT NO. 23-02

CONTRACT NAME: GENERAL DESIGN AND ENGINEERING SERVICES

that all monies due him/her, in accordance with the agreed upon payment schedule, have been
paid to him/her by _____, the Firm.

NOTARY STATEMENT
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ who is personally known to me or who has
produced _____ as identified and who did/did not take an oath.

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

Signature of Notary

My Commission Expires _____

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Exhibit 19

INSTRUCTIONS: This form must be filed each month to report actual Subcontractor participation by for work done the preceding month.

Contract Number: _____ Contract Name: _____ Reporting Period: _____

Prime Firm _____ Contract Amount (as Amended) \$ _____

Total Invoice Amount this Period: \$ _____

Total Invoiced to Date: \$ _____

Name of Subcontractor	If DBE Minority Group*	Gender M/F	Description of Work	Type of Work*	Starting Date	Completion Date

- * **Minority Group Enter:** B-Black American I -Asian American H-Hispanic American N -Native American P-Asian Pacific American O-Other
- * **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other
- **If prime firm is a certified DBE firm, the prime firm’s quarterly activity must also be reported.**
- **This form must be completed monthly and submitted with firm’s application for payment.**

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Exhibit 19

Contract Number: _____ Contract Name: _____ Reporting Period: _____

Prime Contract

Firm _____ Amount (as Amended) \$ _____

Total Amount Invoiced for Subcontractors this Period: \$ _____

Total Amount Invoiced for DBE Subcontractors this Period: \$ _____

Total Amount Invoiced for Subcontractors to Date: \$ _____

Total Amount Invoiced for DBE Subcontractors to Date: \$ _____

Name of Subcontractor	Sub Contract Amount (as Amended)	Amount Invoiced This Period	Amount Invoiced To Date	Amount Paid This Period	Amount Paid to Date	Percentage Complete

- * **Minority Group Enter:** B-Black American I -Asian American H-Hispanic American N -Native American P-Asian Pacific American O-Other
- * **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other
- **If prime firm is a certified DBE firm, the prime firm’s quarterly activity must also be reported.**
- **This form must be completed monthly and submitted with firm’s application for payment.**

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Circle One

1.) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period? **Yes No**

If yes, explain the arrangement, including a description of the equipment and the cost.

2.) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period? **Yes No**

3.) Did any of the DBE subcontractors subcontract any portion of its work to a non-DBE during the report period? **Yes No**

If yes, explain fully.

4.) Has the scope of work or the subcontract amount for any of the DBE subcontractors changed since the last report? **Yes No**

If yes, explain fully.

By signing this form, the person individually and on behalf of the Firm represents to the MTECC that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: _____ TITLE: _____ DATE: _____

**METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE**

MONTHLY EMPLOYEE UTILIZATION REPORT

This report is required by Executive Order 11246, Sec. 203. Failure to report may result in contracts being canceled, terminated or suspended in whole or in part and the firm may be declared ineligible for further MTECC federally funded contracts.

Reporting Period From _____ To _____ Contract # 23-02		Name, Address, & Telephone No. of Consultant or Vendor							
Classifications	Total No.of Employees	Total No. of Minority & Female Emp.	Black-Notof Hispanic Origin	Hispanic American	Asian or Pacific Islander	American Indian or Alaskan Native	Caucasian Female	Minority Percentage *	Female Percentage *
Company Official's Signature & Title						Date Signed		Page _____ of _____	

This item represents a percentage of the total number of hours worked on said contract for the reporting period.

FINAL RELEASE ON CONTRACT AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

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

(1) In accordance with the Contract Documents and in consideration of _____ Dollars (\$_____) paid, <CONTRACTOR> releases and waives for itself and its subcontractors, material-person, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The Metro Transportation Engineering and Construction Cooperative existing under the laws of the State of Florida ("MTECC") relating in any way to the performance of Agreement No. 23-02 between MTECC and <CONTRACTOR>.

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

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

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

<CONTRACTOR>:

By: _____
President

Date: _____

Witnesses
[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ Corporation, on behalf of the Corporation. This person is personally known to me or has produced a _____(state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)



Contractor Performance Evaluation

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

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CONTRACTOR PERFORMANCE EVALUATION FORM

CONTRACTOR: _____

ADDRESS: _____

PROJECT NAME: _____

CONTRACT NO. _____ AWARD DATE: _____

EVALUATION NO. _____ DATE: _____ PERIOD COVERED: _____ TO _____

EVALUATED BY: _____

(Signature & Title)

	CONTRACTUAL	ACTUAL *
PRICE:		
COMPLETION DATE:		
TIME TO COMPLETE		

Ratings:

E = Excellent

G = Good

S = Satisfactory

U = Unsatisfactory

N/A = Not Applicable

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



METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE

EVALUATION OF CONTRACTOR'S PERFORMANCE

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

*** OVERALL EVALUATION ***				
-----------------------------------	--	--	--	--

COMMENTS: _____

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