



METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-02

GENERAL DESIGN AND ENGINEERING

ADDENDUM NO. 2

NOTE: FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL FORM SHALL BE CAUSE FOR REJECTION OF THE SUBMITTAL

This Addendum revises the following sections of the solicitation documents as detailed.

- | | | | |
|-------------------------------------|--|-------------------------------------|----------------------|
| <input type="checkbox"/> | Requirements and Instructions to Proposers | <input type="checkbox"/> | Scope of Services |
| <input checked="" type="checkbox"/> | General Terms and Conditions | <input checked="" type="checkbox"/> | Exhibits |
| <input checked="" type="checkbox"/> | Special Terms and Conditions | <input type="checkbox"/> | Federal Requirements |

General Terms and Conditions

Remove TABLE OF CONTENTS and replace with TABLE OF CONTENTS ADDENDUM 2

Remove GTC 3 of 20 and replace with GTC 3 of 20 ADDENDUM 2

Remove GTC 4 of 20 and replace with GTC 4 of 20 ADDENDUM 2

Remove STC 1 of 6 and replace with STC 1 of 6 ADDENDUM 2

Remove STC 3 of 6 and replace with STC 3 of 6 ADDENDUM 2

Exhibits


Add Exhibit Ex14.1 ADDENDUM 2

Remove EX16-3 OF 5 and replace with EX16-3 OF 5 ADDENDUM 2

Add Attachment C

Date Issued: June 6, 2023

Deadline for Offers Due remains 4:00 p.m. Eastern Time, June 14, 2023.


Christopher Bros (Jun 5, 2023 19:35 EDT)

Christopher Bros
MTECC Contracting Officer

REQUEST FOR QUALIFICATIONS NO. 23-02

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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 AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS; PUBLIC RECORDS

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

2.7.2 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by MTECC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement, unless CONTRACTOR is notified in writing by MTECC of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by MTECC to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for MTECC's disallowance and recovery of any payment upon such entry.

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

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

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

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

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. A determination of allowable costs in accordance with the Federal cost principles will be performed under this Agreement.

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 Raw Hourly 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

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 MTECC shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Additionally, payment may be withheld by the MTECC Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

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.

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the MTECC Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
3. 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

FDOT FORM NUMBER 375-040-84

PROGRAM MANAGEMENT

12/17

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS FOR PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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.

F. Nondiscrimination: The Consultant, 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 material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant'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.

H. Information and Reports: The Consultant will 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 Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, 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.

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

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, 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 Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such

litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, 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 DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.




Addendum No. 2 - RFQ 23-02 Final

Final Audit Report

2023-06-05

Created:	2023-06-05
By:	Oscar Nelson (nelsono@browardmpo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnCz1DEbjG0rljPILbjlJY6MI_cf-gQx

"Addendum No. 2 - RFQ 23-02 Final" History

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