

Solicitation V2114585P1

Construction Engineering & Inspection Services Transit Bus Stop Infrastructure

Bid Designation: Public



Broward County Board of County Commissioners

Bid V2114585P1

Construction Engineering & Inspection Services Transit Bus Stop Infrastructure

Bid Number	V2114585P1
Bid Title	Construction Engineering & Inspection Services Transit Bus Stop Infrastructure
Bid Start Date	In Held
Bid End Date	Jun 26, 2017 5:00:00 PM EDT
Question & Answer End Date	Jun 14, 2017 5:00:00 PM EDT
Bid Contact	Tanisha Boynton Purchasing Agent Purchasing 954-357-9707 tboynton@broward.org
Bid Contact	Princess Brown 954-357-6067 prbrown@broward.org
Contract Duration	2 years
Contract Renewal	1 annual renewal
Prices Good for	Not Applicable
Bid Comments	<p>Scope of Work: The Broward County Transit Division (BCT) seeks a qualified consulting engineering firm pursuant to CCNA to provide Construction Engineering and Inspection (CEI) Professional Services and Technical Support Services related to Improvements/Construction of Transit Bus Stop Infrastructures Countywide. Refer to "Detailed Scope of Services" (Exhibit A).</p> <p>Pursuant to Florida Statutes, Chapter 287.055, Consultant Competitive Negotiation Act (CCNA). Broward County intends to select a consultant to award a continuing contract and provide CEI services on construction projects that do not exceed \$2,000,000.00. In a CCNA solicitation, price will not be considered in the final evaluation and ranking of the qualified firm.</p> <p>Goal Participation: This solicitation includes participation goals for certified Disadvantaged Business Enterprises. Refer to Special Instructions for additional information.</p> <p>Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.</p> <p>Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.</p>

Broward County Board of
County Commissioners

Item Response Form

Item **V2114585P1--01-01 - Senior Construction Engineering and Inspector (CEI)**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Broward County Board of County Commissioners**

MT0001

BROWARD COUNTY TRANSIT DIVISION

BOB CAMINITI (954) 357-8436

3201 WEST COPANS ROAD

POMPANO BEACH FL 33069

Qty 1

Description

Senior Construction Engineering and Inspector (CEI) to provide construction engineering and inspection services and technical support services related to improvements/construction of Countywide Transit Bus Stop Infrastructure.

Pursuant to Florida Statutes, Chapter 287.055, Consultant Competitive Negotiation Act (CCNA). Broward County intends to select a consultant to provide term CEI services in which construction costs do not exceed \$2,000,000.00. In a CCNA solicitation, price will not be considered in the final evaluation and ranking of the qualified firm.

Item **V2114585P1--01-02 - Construction Engineering and Inspection Services (CEI)**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Broward County Board of County Commissioners**

MT0001

BROWARD COUNTY TRANSIT DIVISION

BOB CAMINITI (954) 357-8436

3201 WEST COPANS ROAD

POMPANO BEACH FL 33069

Qty 1

Description

Construction Engineering and Inspection Services (CEI) to provide construction engineering and inspection services and technical support services related to improvements/construction of Countywide Transit Bus Stop Infrastructure.

Pursuant to Florida Statutes, Chapter 287.055, Consultant Competitive Negotiation Act (CCNA). Broward County intends to select a consultant to provide term CEI services in which construction costs do not exceed \$2,000,000.00. In a CCNA solicitation, price will not be considered in the final evaluation and ranking of the qualified firm.

DETAILED SCOPE OF SERVICES
EXHIBIT "A"
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (CEIs)
FOR COUNTYWIDE TRANSIT BUS STOP INFRASTRUCTURE IMPROVEMENTS PROGRAM
BROWARD COUNTY

1.0 GENERAL DESCRIPTION

The Broward County Transportation Department (BCT) seeks qualified consulting engineering and inspection (CEI) firm pursuant to a Consultants' Competitive Negotiation Act (CCNA) to provide Construction Engineering and Inspection professional services (CEI) and technical support services related to Improvements / construction of Countywide Transit Bus Stop Infrastructure.

- 1.1 The CONSULTANT is responsible for all construction inspection functions. The CONSULTANT shall utilize effective control procedures that will assure that the construction of the Project is performed in reasonable conformity with the plans, specifications and contract provisions.
- 1.2 The CONSULTANT is responsible for providing inspection personnel as necessary to effectively carry out its responsibilities under this scope and underlying Agreement.
- 1.3 In order to allow sufficient time for the CONSULTANT to schedule its activities the CONSULTANT will be issued a Notice to Proceed by the Contract Administrator at least fourteen (14) calendar days in advance of any Broward County Transit construction project commencing. The CONSULTANT is responsible for maintaining close coordination with the COUNTY and the Contractor in order to minimize rescheduling of the CONSULTANT's activities due to construction delays or changes in scheduling of the Contractor's activities.
- 1.4 The CONSULTANT is fully responsible for carrying out all functions assigned to it by this scope and underlying Agreement.
- 1.5 The CONSULTANT is responsible for providing coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Agreement necessary for the Contract Administrator to carry out its responsibilities.
- 1.6 Construction inspection personnel are required of the CONSULTANT at all times while the Contractor is working on the Project.
- 1.7 The CONSULTANT is responsible for providing a minimum of one (1) qualified Senior CEI Inspector and one (1) qualified CEI Inspector for up to a two (2) year duration, and with an optional one (1) year extension in order to effectively carry out its responsibilities under this scope and underlying Agreement.

2.0 CEI SERVICES:

- 2.1 It is the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to assure that the Project is constructed in conformity with the plans, specifications and contract provisions.

2.2 The CONSULTANT is responsible for advising the Contract Administrator in writing, of any omissions, substitutions, defects and deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall, in no way, relieve the Contractor of responsibility for the means and method and the satisfactory performance of the construction contracts.

2.3 Construction Inspection:

The CONSULTANT is responsible for providing services to monitor the Contractor's on-site construction operations and to inspect all materials entering into the worksite as required to assure that the quality of workmanship and materials is such that the Project shall be completed in conformity with the plans, specifications and other contract provisions. The CONSULTANT is responsible for keeping detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

2.4 Verification Testing:

The CONSULTANT is responsible for overseeing all testing of component materials and completed work items to the extent that it assures that the materials and workmanship incorporated in the Project are in conformity with the plans, specifications and contract provisions.

2.5 Engineering Services:

The CONSULTANT is responsible for performing all engineering services necessary to assure that proper coordination of the activities of all parties involved in accomplishing completion of the Project is achieved; to maintain complete, accurate records of all activities and events relating to the Project; to properly document all significant changes to the Project; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to COUNTY to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of oversight of the Contractor's activities. This includes but not be limited to:

2.5.1 Schedule and conduct a pre-construction conference for the Project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

2.5.2 Maintain on a daily basis a complete and accurate record of all activities and events relating to the Project and a record of all work completed by the Contractor, including quantities of pay items. The CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted.

2.5.3 Maintain a Construction Diary acceptable to the Contract Administrator.

2.5.4 Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

2.5.5 Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items. The field reports for records of work and testing results shall be submitted within forty eight hours.

- 2.5.6 Coordinate with County's Project Manager to provide to the Contractor interpretations of the plans, specifications and contract provisions. The CONSULTANT is responsible for consulting the County's Project Manager when an Interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the County's Project Manager may request an interpretation from the CONSULTANT and/or COUNTY Design Engineers.
- 2.5.7 Analyze problems that arise on the Project and proposals submitted by the Contractor and prepare and submit a recommendation to the Contract Administrator and/or County Project Manager.
- 2.5.8 Analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract.
- 2.5.9 When it is determined that a modification to the original contract for the Project is required due to a necessary change in the character of the work, prepare documentation for justification and submit for approval by the Contract Administrator in accordance with all applicable COUNTY requirements.
- 2.5.10 In the event that the Contractor for the Project submits a claim for additional compensation, analyze the submittal and prepare a recommendation to the Contract Administrator covering validity and reasonableness of charges and conduct negotiations leading to recommendations for settlement of the claim.
- 2.5.11 In the event that the Contractor for the Project submits a request for extension of the allowable contract time, analyze the request and prepare a recommendation to the Contract Administrator covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
- 2.5.12 Monitor the Project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the Contract Administrator immediately.
- 2.5.13 Maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. The CONSULTANT shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor.
- 2.5.14 Provide coordination between the Contractor and utility companies to assure that conflicting utilities are removed, adjusted or protected in-place in a timely manner to minimize delays to construction operations.

- 2.5.15 Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends and holidays if maintenance of traffic represents a potential hazard to the public.
- 2.5.16 When needed to prevent delays in Contractor's operations, produce reports, verify quantity calculations, field measure for payment purposes and/or write communications.
- 2.5.17 Upon identification of a proposed changed condition or construction contract change, the extent of change shall be analyzed and an order of magnitude estimate of cost and time change, if any, shall be prepared. Prior to receipt of the Contractor's estimate, prepare the fair cost estimate.
- 2.5.18 Prepare documentation and records in compliance with the Agreement, justifying all payments to Contractor through the use of surveys, spreadsheets, tracking logs, etc.
- 2.5.19 Provide high resolution digital photos daily of each project site from various views, depicting project's progress for the duration of the contract.

3.0 OPTIONAL ADDITIONAL SERVICES:

Additional effort necessary and related to the existing scope of work detailed above. Services performed under this task must be initiated by a separate written authorization from the Contract Administrator.

4.0 PERSONNEL:

4.1 General Requirements:

The CONSULTANT is responsible for providing a minimum of one (1) qualified CEI Inspector and one (1) qualified CEI Senior Inspector to effectively carry out the requirements under this scope and underlying Agreement. The CONSULTANT shall assign or remove personnel within two weeks of receipt of written notification from the COUNTY.

4.2 Personnel Qualifications:

4.2.1 Provide competent personnel qualified by experience and education. Submit in writing to the Contract Administrator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. A request for personnel approval shall be submitted to the Contract Administrator at least two weeks prior to the date an individual is to report to work.

4.2.2 Before the project begins, all inspection staff shall have a working knowledge of the current Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FDOT Design Standards, FDOT Index 600 Traffic Control through Work Zones and Broward County Minimum Standards for Construction. Inspection staff must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold.

5.0 STAFFING:

The CONSULTANT is responsible for being prepared to adequately staff and shall maintain an appropriate staff after completion of construction to complete the final

documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate contract has been paid off.

6.0 PROJECT SCHEDULE (Time for Performance):

The work to be performed under this scope and underlying Agreement for CEI services shall be completed within 730 calendar days with an optional 365 calendar days from the issuance of the Notice to Proceed.

Special Instructions to Vendors

Solicitation Name: **Construction Engineering and Inspection (CEIs) Countywide Transit Bus Stop Infrastructure Improvement Program.**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness:

No additional responsiveness criteria.

B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

1. Office of Economic and Small Business Development Program

This solicitation has the following Disadvantaged Business Enterprise Goals: **20 % DBE Goals**. Vendors must follow the instructions included in the **Federal Transit Administration Funding Supplement Requirements and Certifications** section and submit all required forms and information as instructed.

2. Certifications:

This is a CCNA RFP and Proposers must provide evidence that, at the time of their submittal that the Prime Consultant is certified under Section 471.023, Florida Statutes to practice or to offer to practice engineering. Certifications shall be submitted with the proposal, however, if they are not, they must be provided within three business days of being requested by the County.

3. Federal Transit Administration Requirements:

The successful Vendor is required to complete the applicable forms found in the Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement.

4. Vendor's Opportunity List Requirement (Federal Funding)

Refer to **Vendor's Opportunity List Requirement Form** and submit as instructed.

C. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation can be located at:

<http://www.broward.org/Purchasing/Documents/bcf202.pdf>

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

Continuing Contract: Professional services needed for projects in which construction costs do not to exceed \$2 million, in accordance with Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA).

H. Project Funding Source - this project is funded in whole or in part by:

Federal Transit Administration (FTA)

I. Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **TBD** at TBD

Final Evaluation Meeting (Sunshine Meeting): **TBD** at TBD

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

J. Project Manager Information:

Project Manager: Ralph Viola, Construction Project Manager

Email: RVIOLA@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync; answers are posted through BidSync.

K. IN Standard Instructions for Vendors, the following are eliminated and removed from this solicitation:

E. Evaluation Criteria, 3 and 4, in their entirety

N. State and Local Preferences,

O. Local Preferences, and

P. Tiebreaker Criteria, 1. Local Vendor Certification Form (Preference and Tiebreaker) and
2. Domestic Partnership Act Certification (Requirement and Tiebreaker).

Evaluation Criteria		Max Number of Points
Construction Engineering and Inspection Services (CEIs) Countywide Transit Bus Stop Infrastructure Improvement Program		
1.	Ability of Professional Personnel: Max Total – 40 Points	
	<p>A. Describe the qualifications and relevant experience of the Construction Engineering Inspectors, Principal In Charge, Senior Construction Inspector Construction Inspector and include any additional key technical staff that are intended to be assigned to this project. Include resumes education and all applicable certificates of successfully completed training and accreditations required to perform CEI services required in the “Scope of Services”.</p> <p><u>Principal In Charge:</u> State the level of education (which includes a professional engineering degree) and the amount of CEI experience.</p> <p><u>Senior Construction Inspector:</u> State the level of education and the amount of experience in construction inspection, roadway construction inspection and bridge & roadway CEI experience.</p> <p><u>Construction Inspector:</u> State the level of education and the amount of experience in construction inspection and bridge & roadway construction inspection experience.</p>	15
	B. Provide firm’s experience and knowledge of local Florida Building Code https://floridabuilding.org and Broward County Minimum Standards http://www.broward.org	10
	C. Provide Inspectors Maintenance of Traffic Certifications and experience.	5
	D. Include the qualifications and relevant experience of all subconsultants’ key staff to be assigned to this project.	10
2.	Project Approach: Max Total – 20 Points	
	Describe firm’s experience on projects similar nature, scope and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years.	20
3.	Past Performance: Max Total – 15 Points	
	Describe prime Vendor’s experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references.	10
	Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluations of Vendor’s past performance.	5
4.	Workload of the Firm: Max Total – 10 Points	

Evaluation Criteria		Max Number of Points
Construction Engineering and Inspection Services (CEIs) Countywide Transit Bus Stop Infrastructure Improvement Program		
	List all completed and active contracts / projects that Vendor has staffed within the past five years. In addition, list all projected contracts that Vendor will be working on in the near future. Projected contract / projects will be defined as a contract(s) that Vendor is awarded but the Notice to Proceed has not been issued. Identify any contracts that the Vendor worked on concurrently. Describe Vendor's approach in staffing these contracts. Were there or will there be any challenges for any of the listed contracts? If so, describe how Vendor dealt or will deal with the contract's challenges.	10
5.	Location: (Federally Funded Project) – No Points will be given	
	Refer to Vendor's Business Location Attestation Form and submit as instructed. A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.	0
6.	Willingness to Meet Time and Budget Requirements: Max Total – 2 Points	
	This solicitation is for the award of a continuing contract. The specific projects requiring Construction Engineering and Inspection (CEI) and Technical Support Services relating to improvements and construction of Countywide Transit Bus Stop Infrastructure. Explain your firms' approach in meeting "project specific" time and budget requirements and indicate whether Vendor is committed to meet these requirements when identified under this agreement.	2
7.	Volume of Previous Work: Max Total - 3 Points	
	Refer to Volume of Previous Work Attestation Form and the Volume of Previous Work Attestation Joint Venture Form and submit as instructed. The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Three points will be allocated to Vendors paid \$0 - \$3,000,000); 2 Points will be allocated to Vendors paid \$3,000,001 - \$7,500,000; 1 Point will be allocated to Vendors paid \$7,500,001 - \$10,000,000; 0 Points will be allocated to Vendors paid over \$10,000,000). Payments for prime Vendor will be verified by the Purchasing Division.	3
	Total Points	100

Standard Instructions for Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified on the **Litigation History Form**.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- f. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.
- c. If a Vendor has been in business for less than the number of years of required financial

statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.

- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief

justification specifically addressing each provision to which an exception is taken should be provided.

5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - b. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
 - c. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in **Special Instructions to Vendors**, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD, flash drive or a combination of both) should be given to the Purchasing Agent at the demonstration meeting to retain in the Purchasing files.

G. Presentations

If applicable, as indicated in **Special Instructions to Vendors**, all Vendors that are found to be both responsive and responsible to the requirements of the solicitation will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested) including a representative of the Vendor that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute(s) allowing the document to be treated as confidential.

5. Except for the materials submitted in compliance with this section, any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated elsewhere in the submittal otherwise the Vendor's claim for confidentiality will be deemed as a waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses

submitted by the Vendors. This may include a technical review, if applicable.

2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. Protests arising from the decisions and votes of a Selection or Evaluation Committee shall be limited to protests based upon the alleged deviations from established committee procedures set forth in the Broward County Procurement Code and existing written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing Vendor shall not be considered a protest.
6. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

Broward County Board of
County Commissioners

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met.

W. Submittal Instructions:

1. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
2. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then

contact BidSync for technical assistance.

3. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
4. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
5. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
7. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.


13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
 - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
 - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Broward County Board of
Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	(each accident)	\$ 1 mil	
	Extended coverage period	2 years	
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
Broward County must be certificate holder and endorsed as an additional insured for general liability, and business automobile liability. Waiver of subrogation in favor of the Certificate Holder applies to general liability, automobile liability, and workers' compensation. Indicate bid number, RLI, RFP, and project manager on COI. REF: CEI Services – Bus Stop Infrastructure Improvements Program			

CERTIFICATE HOLDER:
Broward County
1 N. University Drive #3100A
 Plantation, FL 33324
 Attn: Ralph Viola


 ELIZABETH PLASKA
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 ou=Organization, ou=BCC, ou=RM,
 ou=Users, cn=ELIZABETH PLASKA
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Risk Management Division

VENDOR QUESTIONNAIRE FORM

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:

2. Federal Employer I.D. no. (FEIN): 3. Dun and Bradstreet No.:

4. Doing Business As/ Fictitious Name (if applicable):

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.: Fax no.:

9. TYPE OF BUSINESS (check appropriate box):
 - Corporation (Specify the State of Incorporation):
 - Sole Proprietor Limited Liability Corporation Limited Partnership (LLC)
 - General Partnership (State and County filed in)
 - Other – Specify

10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):

11. List name and title of each principal, owner, officer, and major shareholder:
 - a)
 - b)
 - c)
 - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: <input type="text"/>	Title: <input type="text"/>
Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>
E-mail: <input type="text"/>	
Name: <input type="text"/>	Title: <input type="text"/>

Broward County Board of
County Commissioners

Telephone Number:

Fax Number:

E-mail:

13. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
14. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
15. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
16. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
17. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
18. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
19. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
20. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. Yes No

N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

STANDARD CERTIFICATIONS

The completed and acknowledged certifications should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended, prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint venturers. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror'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 offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 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 subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 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 subparagraphs

1 through 6.

The Vendor hereby certifies that: (check box)

- Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

I hereby certify the information provided in the Vendor Questionnaire Form and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

Broward County Board of
County Commissioners

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text"/>
	Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS INFORMATION FORM

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed.

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Broward County Board of
County Commissioners

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Signature/Name	Title	Vendor Name	Date

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1					
2					
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?
Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/ Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total					<input type="text"/>	<input type="text"/>

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The completed Vendor Questionnaire and completed and acknowledge certifications should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to timely submit may affect Vendor evaluation.

If a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Federal Employer I.D. no. (FEIN):
3. Dun and Bradstreet No.:
4. Doing Business As/ Fictitious Name (if applicable):
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation):
 - Sole Proprietor Limited Liability Company (LLC) Limited Partnership
 - General Partnership (State and County Filed In)
 - Other – Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
 - a)
 - b)
 - c)
 - d)
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: <input type="text"/>	Title: <input type="text"/>
E-mail: <input type="text"/>	Telephone No.: <input type="text"/>

Broward County Board of
County Commissioners

Name: Title:
E-mail: Telephone No.:

11. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
13. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
14. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
15. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
16. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
17. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
18. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
19. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
Living Wage had an effect on the pricing. Yes No
 N/A
- If yes, Living Wage increased the pricing by % or decreased the pricing by %

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended, prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror'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 offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 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 subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 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 subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

Broward County Board of
County Commissioners

- Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:				
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

VENDOR'S OPPORTUNITY LIST FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

This solicitation consists of federally assisted funds and federal law requires Broward County to maintain a database of all firms that are participating or attempting to participate in federally assisted contracts, sponsored Department of Transportation (D.O.T.).

The form should include the Vendor's information, as well as any prospective subcontractor/subconsultant that the Vendor contacted or who contacted the Vendor regarding this solicitation.

Prime Vendor Information

Federal Tax ID Number:

Firm Name:

Phone:

Address:

Year Firm Established:

DBE Non-DBE

Type of work bid on:

9. Annual Gross Receipts

- Less than \$200,000
- \$200,001 - \$500,000
- \$500,001 - less than \$1 million
- \$1 million - less than \$5 million
- \$5 million - less than \$10 million
- \$10 million - less than \$20 million
- \$20 million - less than \$50 million
- \$50 million - less than \$100 million
- \$100 million - less than \$500 million
- \$500 million - less than \$1 billion
- Over \$1 billion

10. Ethnic Categories

- B (Black American)
- H (Hispanic American)
- NA(Native American)
- Subcont. Asian American
- Asian Pacific American
- Non- Minority Women
- Other (i.e., not of any other group listed above)

11. Gender

- Female
- Male

Please be specific in regard to

the type of work).

Contract Amount or Percentage

: or (\$):

(Continued)

Subcontractor/Subconsultant Information

Provide this information for any subcontractor/subconsultant who provided the Prime Vendor with a bid/quote/proposal to perform work on the project; or any subcontractor/subconsultant solicited by the Prime Vendor to provide a bid/quote/proposal. Provide additional forms for Subcontractor /Subconsultant Information as needed.

Federal Tax ID Number: <input type="text"/>	9. Subcontract Amount/Percentage (%): <input type="text"/> or (\$): <input type="text"/>	
Firm Name: <input type="text"/>	10. Annual Gross Receipts: <input type="checkbox"/> Less than \$200,000	11. Ethnic Categories <input type="checkbox"/> Asian Pacific American
Phone: <input type="text"/>	<input type="checkbox"/> \$200,001 - \$500,000	<input type="checkbox"/> B (Black American)
Address: <input type="text"/>	<input type="checkbox"/> \$500,001 - less than \$1 million	<input type="checkbox"/> H (Hispanic American)
<input type="text"/>	<input type="checkbox"/> \$1 million - less than \$5 million	<input type="checkbox"/> NA(Native American)
<input type="text"/>	<input type="checkbox"/> \$5 million - less than \$10 million	<input type="checkbox"/> Non-Minority Women
Year Firm Established: <input type="text"/>	<input type="checkbox"/> \$10 million - less than \$20 million	<input type="checkbox"/> Subcont. Asian American
<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> \$20 million - less than \$50 million	<input type="checkbox"/> Other (i.e., not of any other group listed above)
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> \$50 million - less than \$100 million	12. Gender
<input type="checkbox"/> Subconsultant	<input type="checkbox"/> \$100 million - less than \$500 million	<input type="checkbox"/> Female
Type of work bid on: <input type="text"/>	<input type="checkbox"/> \$500 million - less than \$1 billion	<input type="checkbox"/> Male
<input type="text"/>	<input type="checkbox"/> Over \$1 billion	
(Please be specific in regard to the type of work).		
Federal Tax ID Number: <input type="text"/>	9. Subcontract Amount/Percentage (%): <input type="text"/> or (\$): <input type="text"/>	
Firm Name: <input type="text"/>	10. Annual Gross Receipts: <input type="checkbox"/> Less than \$200,000	11. Ethnic Categories <input type="checkbox"/> Asian Pacific American
Phone: <input type="text"/>	<input type="checkbox"/> \$200,001 - \$500,000	<input type="checkbox"/> B (Black American)
Address: <input type="text"/>	<input type="checkbox"/> \$500,001 - less than \$1 million	<input type="checkbox"/> H (Hispanic American)
<input type="text"/>	<input type="checkbox"/> \$1 million - less than \$5 million	<input type="checkbox"/> NA(Native American)
<input type="text"/>	<input type="checkbox"/> \$5 million - less than \$10 million	<input type="checkbox"/> Non-Minority Women
Year Firm Established: <input type="text"/>	<input type="checkbox"/> \$10 million - less than \$20 million	<input type="checkbox"/> Subcont. Asian American
		<input type="checkbox"/> Other (i.e., not of any other group listed above)

Broward County Board of
County Commissioners

<input type="text"/>	million	other group listed above)
<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> \$20 million - less than \$50 million	
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> \$50 million - less than \$100 million	12. Gender
<input type="checkbox"/> Subconsultant	<input type="checkbox"/> \$100 million - less than \$500 million	<input type="checkbox"/> Female
Type of work bid on:	<input type="checkbox"/> \$500 million - less than \$1 billion	<input type="checkbox"/> Male
<input type="text"/>	<input type="checkbox"/> Over \$1 billion	
<input type="text"/>		
Please be specific in regard to the type of work).		

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

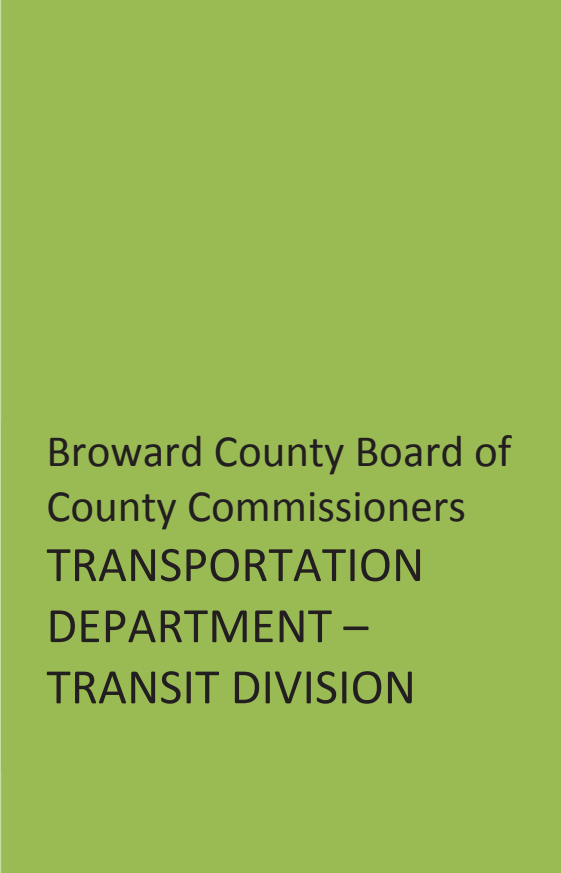
Authorized Signature/Name: Date:

Title:

Vendor Name:



Federal Transit Administration (FTA)
United States Department of Transportation (USDOT)
Funding Supplement



Broward County Board of
County Commissioners
TRANSPORTATION
DEPARTMENT –
TRANSIT DIVISION

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AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual> References to the Code of Federal Regulations (CFR) website are available at: <http://www.ecfr.gov> .

DEFINITIONS

As used in this document, "Board" means the Broward County Board of County Commissioners." Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact The Safety and Compliance Section, Broward County Transit Division, at 954-357-8300.

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

- a) COUNTY 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 COUNTY, 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. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- 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 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution 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. FEDERAL CHANGES.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between COUNTY and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS

- a) CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.

- c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract 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, in which case CONTRACTOR agrees to maintain same until COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
 - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which 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 construction activities undertaken in the course of the Project. 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 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (4) Equal Employment Opportunity Requirements for Construction Activities: In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Contractor agrees to comply, and assures the compliance of each subcontractor, with:
- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,
- (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity."
- c) CONTRACTOR also 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.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b) The CONTRACTOR agrees that it 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 CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.

- c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.
- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e) COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.
- i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.** <http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Application for Evaluation of Good Faith Effort (Exhibit 2): Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the

low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:

<http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, “DBE Race-Neutral Participation,” means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some-examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** shall remain at least at the percentage levels set forth therein.
- g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase

allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.

- i) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 3 – Monthly DBE Utilization Report**.
- j) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 4- Final Monthly DBE Utilization Report**.
- k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
- l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
- n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be

replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

- a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.
- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.
- c) CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

a. Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If CONTRACTOR is determined by COUNTY's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby

acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL
(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 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.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)**

13. BUY AMERICA

If this Contract exceeds \$150,000, the CONTRACTOR agrees to comply with 49 USC §5323(j)(13) 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 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, **the certification form is attached as Exhibit 6**, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

14. RESOLUTION OF DISPUTES

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties

shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute – Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, 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, and venue for litigation arising out of this Contract shall be exclusively in such state 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 COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. LOBBYING

CONTRACTORS who apply or bid for an 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 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 any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. **A Restrictions on Lobbying Certification is attached as Exhibit 7.**

16. CLEAN AIR

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward

County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS

If this Contract is valued at \$100,000 or more, 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, et seq.

- a) CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. BONDING REQUIREMENTS

CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

If this purchase order or Contract involves a construction project over \$2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual

construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

(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 (a)(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 § 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 classification and wage rates conformed under paragraph (a)(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 the 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) 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.

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 thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (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 thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (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.

COUNTY 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, Broward County 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 (3) 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 COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i), 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). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. 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 the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, 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 the sponsoring government agency (or the applicant, sponsor, or owner).

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:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 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 COUNTY 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 ninety (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 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 in 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 Subcontractors 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 Davis-Bacon 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.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

- a) **Overtime requirements.** No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½)

the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- b) **Violation**; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) 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 (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), 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 (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) **Withholding for unpaid wages and liquidated damages.** COUNTY 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 (b) of this section.
- d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

- a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:
- 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract

in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

- 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
- 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR 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, and the procedures implemented by U.S. DOL or any revision thereto.

- b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA

CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR 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. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

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

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) 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 twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" 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 the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);
- 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.

24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8**). To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

25. PATENT AND RIGHTS IN DATA

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:
- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
 - A) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
 - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.
 - C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever,

all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.
 - G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

- 4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
 - 3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved,

and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS

If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations 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 COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY'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 COUNTY prior to recipient'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.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror 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. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- c) Federal Motor Vehicle Safety Standards (FMVSS). 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.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.

31. SEISMIC SAFETY

If this Contract pertains to the construction of new buildings or additions to existing buildings, 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 in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. 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.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11.**

33. NATIONAL ITS ARCHITECTURE

If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 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 to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;

- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)**

Solicitation Number:	Project Title:
-----------------------------	-----------------------

Bidder/Offeror Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: Address: _____

DBE City: _____ State: _____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS [*]	DBE/ACDBE Contract Amount [†]	DBE/ACDBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

^{*} Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

[†] To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 2: Application for Evaluation of Good Faith Effort

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.: _____

Please check one of the following to indicate the program goal on this solicitation: ACDBE DBE

PROJECT NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: _____

PRINT NAME/ TITLE: _____

DATE: _____

OESBD Compliance Form DBE/ACDBE GFE 031413

EXHIBIT 3: Monthly DBE Utilization Report



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
MONTHLY DBE UTILIZATION REPORT

Report No. _____

CONTRACT#:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:			PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:		PERIOD ENDING:		AMT. PAID TO PRIME:	
CONTACT PERSON:		TELEPHONE #: ()		FAX #: ()	

SUBCONTRACTING INFORMATION
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amt. Paid to DBE Firms																	
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amt. paid to Non-DBE Firms																	

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBEMUR 020113

EXHIBIT 4: Final DBE Utilization Report



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
(To be submitted with the final invoice)

Report No. _____

CONTRACT#:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:			PERIOD ENDING:		AMT. PAID TO PRIME:
CONTACT PERSON:			TELEPHONE #: ()		FAX #: ()

SUBCONTRACTING INFORMATION
All Payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amt. Paid to DBE Firms																	
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amt. paid to Non-DBE Firms																	

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge.

Signature	Title	Date
------------------	--------------	-------------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBEMUR 020113

FTA/USDOT Funding Supplement

Solicitation No. _____

**EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement)
Certification**

IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF \$25,000 OR MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR PURPOSES OF 49 CFR PART 29.

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, 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 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 6: Buy America Certification

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK) OVER \$150,000

A. STEEL, IRON OR MANUFACTURED PRODUCTS

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of steel, iron, or manufactured products**, the Bidder or offeror hereby certifies that it:

- Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of buses, other rolling stock, and associated equipment**, the Bidder or offeror certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those 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 purchases (currently less than \$150,000) made with capital, operating, or planning funds.

EXHIBIT 7: Restrictions On Lobbying Certification

For Procurements of \$100,000 or More

The undersigned 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 influencing or attempting to influence 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,"

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."¹

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, 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.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

¹ The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).
Rev. 2/1/2017

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR
ASSOCIATED EQUIPMENT OVER \$150,000**

Check one:

- The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

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Solicitation No. _____

EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Transit Vehicle Manufacturer (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year _____ and have been approved or not disapproved by the FTA.
(Name of Firm)
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle to be supplied _____ has complied with the above- referenced requirements of Section 26.49 of 49 CFR Part 26.
(Name of Firm)
(Name of Manufacturer)

(Authorized Signature)

(Date)

Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____

Question and Answers for Bid #V2114585P1 - Construction Engineering & Inspection Services Transit Bus Stop Infrastructure

Overall Bid Questions

There are no questions associated with this bid.