



REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-05

GENERAL PLANNING CONSULTANT SERVICES

ADDENDUM NO. 6

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

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

- | | |
|--|---|
| ☒ Requirements and Instructions to Proposers | ☐ Scope of Services |
| ☒ General Terms and Conditions | ☒ Attachments |
| ☐ Special Terms and Conditions | |

To be in compliance with the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Program and Disadvantaged Business Enterprise in Airport Concessions (ACDBE) Program Implementation Modifications **Interim Final Rule** (effective on October 3, 2025), this Addendum No. 6 is being issued.

Requirements and Instructions to Proposers

- Remove RFQ Cover Page Addendum No. 4 and replace with RFQ Cover Page Addendum No. 6
- Remove RFQ Table of Contents and replace with RFQ Table of Contents Addendum No. 6
- Remove page RIP - 1 of 18 Addendum No. 4 and replace with page RIP - 1 of 18 Addendum No. 6
- Remove page RIP - 7 of 18 Addendum No. 4 and replace with page RIP - 7 of 18 Addendum No. 6
- Remove page RIP - 16 of 18 Addendum No. 4 and replace with page RIP - 16 of 18 Addendum No. 6

General Terms and Conditions (GTC)

- Remove GTC Index Page and replace with GTC Index Page Addendum No. 6
- Remove page GTC - 4 of 5 and 5 of 5 and replace with page GTC - 4 of 5 and 5 of 5 Addendum No. 6

Attachments

- Remove ATTACHMENT "A" - 3 of 3 and replace with page ATTACHMENT "A" - 3 of 3 Addendum No. 6
- Remove page AGR - 15 of 21 and 16 of 21 and replace with page AGR - 15 of 21 and 16 of 21 Addendum No. 6
- Remove CONTRACTOR'S QUALIFICATION CERTIFICATION Form Addendum No. 3 and replace with CONTRACTOR'S QUALIFICATION CERTIFICATION Form Addendum No. 6
- Remove DBE PARTICIPATION STATEMENT and BID OPPORTUNITY LIST Form
- Remove Contractor Invoice Template and replace with Contractor Invoice Template Addendum No. 6
- Remove ATTACHMENT "G" - 2 of 36 through 5 of 36 and replace with page ATTACHMENT "G" - 2 of 36 through 5 of 36 Addendum No. 6
- Remove ATTACHMENT "G" - 12 of 36 and replace with page ATTACHMENT "G" - 12 of 36 Addendum No. 6



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Date Issued: November 10, 2025

The Deadline for Proposals Due remains 4:00 p.m. Eastern Time, November 19, 2025.

Oscar D. Nelson, Jr.

Oscar Nelson
Procurement Manager



REQUEST FOR QUALIFICATIONS

FOR

GENERAL PLANNING CONSULTANT SERVICES

RFQ NO. 26-05

ADDRESS FOR SUBMITTAL:

**BROWARD METROPOLITAN PLANNING ORGANIZATION
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL 33309**

DATE ISSUED: September 24, 2025

CLOSING DATE and TIME: November ~~13~~ 19, 2025 @ 4:00 P.M. EST

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

REQUEST FOR QUALIFICATIONS NO. 26-05

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Attachment “A” – BMPO Non-Discrimination Requirements

Attachment “B” – BMPO Agreement – To be executed by the Successful Proposer

RFQ Required Documents

Attachment “C” – RFQ Forms Required to be Completed and Included with Submittals:

Proposal Form
Contractor’s Qualification Certification
Proposer’s Disclosure of Subcontractors, Subconsultants, and Suppliers Form
Drug-Free Workplace Certificate
Anti-Kickback Affidavit
Non-Collusion Affidavit
Non-Discrimination Affidavit
Independence Affidavit
Accuracy of Proposal Certification
~~DBE Participation Statement and Bid Opportunity List~~

Attachment “D” – FDOT Forms Required to be Completed and Included with Submittals:

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists
FDOT Form No. 375-030-30 Truth in Negotiation Certificate
FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
for Federal Aid Contracts
FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
FDOT Form No. 375-030-34 Disclosure of Lobbying Activities
FDOT Form No. 375-031-06 E-Verify
FDOT Form No. 375-030-01 Affidavit Regarding Labor and Services

Post Award Documents

Attachment “E” – BMPO Required Invoice Documentation

Contractor Invoice Template
Certificate of Disbursement of Previous Periodic Payment to Subcontractors
Subcontractor’s Certificate of Previous Payment
Final Release on Contract and Affidavit

Attachment “F” - Contractor Performance Evaluation Form

Federal Requirements

Attachment “G” – Federal Transit Administration (FTA) Funding Supplement

1.0 – RFQ REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY

The Broward Metropolitan Planning Organization (“BMPO”) is a dynamic, federally mandated public agency that serves as a catalyst for change in transportation. With the coordination of 31 local governments and municipalities, more than 1.9 million residents, and over 13 million visitors each year, the BMPO enables seamless transportation and redevelopment in Broward County that provides an opportunity for people and communities to grow and thrive. More information regarding the BMPO can be obtained at: <https://www.browardmpo.org/>.

1.2 INTRODUCTION / INVITATION

The BMPO intends to enter into indefinite delivery indefinite quantity (IDIQ) continuing service contracts with up to four (4) qualified Proposers to provide **General Planning Consultant Services** to the BMPO as more fully described in the Scope of Services. Each contract period of performance shall be for an initial term of three (3) years, in which the BMPO shall have the sole option to extend the term, at its discretion, for two (2) one-year extensions. The budgetary ceiling amount of the awarded IDIQ contracts will be a total amount not to exceed \$10 million per contract over the full term of the five-year Contract. The BMPO shall request Contractor’s services on an as needed basis. Individual Task Work Orders will be issued pursuant to the terms and conditions of the Agreement.

This Request for Qualifications (“RFQ”) solicits written responses from qualified Proposers interested in providing the Scope of Services needed for this Project.

1.3 PURPOSE

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

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

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the Required Documents is to be provided. In the event of a conflict, the original printed document Technical Proposal will take precedence.

The ONE (1) **unbound** printed original and ONE (1) complete electronic version, in PDF format on FLASHDRIVE, of the **Technical Proposal**, shall be placed in one (1) or more sealed envelopes that shall be clearly marked as follows:

Broward Metropolitan Planning Organization
RFQ No. 26-05
General Planning Consultant Services
Technical Proposal
RFQ Due Date
Proposer's Name

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

Broward Metropolitan Planning Organization
RFQ No. 26-05
General Planning Consultant Services
Required Documents
RFQ Due Date
Proposer's Name

1.12.2 Required Documents

Attachment "C" RFQ Forms Required to be Completed and Included with Submittals:

Proposal Form
Contractor's Qualification Certification
Proposer's Disclosure of Subcontractors, Subconsultants, and Suppliers Form
Drug-Free Workplace Certificate
Anti-Kickback Affidavit
Non-Collusion Affidavit
Non-Discrimination Affidavit
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Accuracy of Proposal Certification
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FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

include the actual rates and identification of all individuals per discipline that were used to calculate the average rate

- Current year certified audit rates. A copy of the FDOT Procurement Office's prequalification letter with the approved overhead rate.
- Payroll registers to confirm the accuracy of the pay rates. The submittal will contain a certification from a responsible company official that the rates are actual current rates on that particular date. A payroll register is defined as an official record of pay details for an individual employee of a firm for a specific, most recent single pay period. The payroll register will display the following information about the employee: name of employee, date, date range, hours (regular and overtime), gross pay, deductions, taxes withheld, and net pay. A payroll register is not a monthly projection, payroll forecast, or certified pay rate. Confidential information may be redacted.
- ~~DBE Certification for DBE team members.~~

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

1.15 REVIEW OF FACILITIES AND QUALIFICATIONS

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

1.16 PROTEST PROCEDURES

The following are the BMPO's procedures for protesting solicitations and Contract Award.

Definitions

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

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

SECTION 2.0
GENERAL TERMS AND CONDITIONS

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in the provision of such services, or equipment used in the provision of such Scope of Services, or which in any way affects the conduct of the provision of such Scope of Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the Solicitation Documents that are contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall report it to the BMPO in writing without delay.

2.9.2 Compliance. The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The BMPO and Successful Proposer(s) agree to comply with and observe all applicable laws, codes, and ordinances as they may be amended from time to time.

2.10 ADVERTISING

In submitting an RFQ Submittal, Proposer agrees not to use the results therefrom as a part of any advertising or Proposer sponsored publicity without the express written approval of the BMPO Executive Director or designee.

2.11 APPLICABLE LAW AND VENUE

The terms, conditions and provisions in this RFQ shall be included and incorporated in the final Agreement between the BMPO and the successful Proposer(s). Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue for any litigation shall be Broward County, Florida.

2.12 Section deleted pursuant to Addendum No. 6. EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

~~As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.54% (6.6% for FTA) without the use of contract goals.~~

- ~~1. The BMPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.~~
- ~~2. The BMPO will not use bidder DBE commitments to evaluate bidder Submittals or to select the winning consultant.~~
- ~~3. The BMPO will not employ local or regional preferences in the evaluation or award of the contract.~~
- ~~4. The BMPO is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women’s programs will not be used in award, evaluation, or delivery of the contract.~~

Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>. This office also recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) in identifying DBEs for work on this contract, visit: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

All Proposers must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List. The Successful Proposer must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit: <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at coohelp@dot.state.fl.us.

Proposers, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA and/or FTA-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deem appropriate.

2.13 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Section 287.05701, Florida Statutes, the BMPO will not give preference to a Proposer based on the Proposer's social, political, or ideological interests and will not request documentation of or consider such interests in the determination of a responsible Proposer.

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- (8) **Non-Discrimination Language for the Public:** The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The BMPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status.* For more information contact

_____ at _____
or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least _____ days in advance.

- ~~(9) **Cooperation with BMPO Oversight:** The BMPO is responsible for conducting and documenting oversight of the RFQ, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with BMPO oversight efforts, as well as those instituted by FDOT and/or FHWA.~~

and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.19 above.

- 9.21 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 9.22 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 9.23 Multiple Originals.** This Agreement may be fully executed in TWO (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.24 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.25 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 9.26 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 9.27 Section deleted pursuant to Addendum No. 6. ~~Disadvantaged Business Enterprise (DBE) Program.~~**
- ~~9.27.1~~** ~~The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.~~
- ~~9.27.2~~** ~~The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the BMPO. The prime contractor agrees further to return retainage payments~~

~~to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.~~

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CONTRACTOR’S QUALIFICATION CERTIFICATION

Firm Name: _____

Address: _____

City,State,Zip: _____

Telephone: () _____ Fax: () _____

Contact Person: _____ Title: _____

E-Mail Address: _____

FEID # _____ DUNS # _____

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

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

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

4. Type of Business:

A. **Sole Proprietor**

Name _____

Home Address _____

Home Phone _____ Cell Phone _____

Professional license/Certificate of Competency# _____

B. **Partnership**

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

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

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #: _____

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

C. ____ **Corporation** Incorporated in the state of _____ Date _____

Officer's Names	Title	Location

Professional license/Certificate of Competency #: _____

Name in which license/Certificate is Issued _____

5(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts in which you were in breach of contract. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the name and telephone number of the owner's representative.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Completed

5(b). For the last five (5) years, list each contract under which the owner has **terminated for default**. If fewer than five (5) contracts have been so affected during the last five (5) years, list the last five (5) contracts to be so affected. For each such contract, provide the same information as required in (a) above.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Complete

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

6. References (Please list prior similar projects)

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

Total amount of work for contracts listed above: \$ _____

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

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

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

Signature

Affix Corporate Seal

COUNTY OF _____

STATE OF _____

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

_____ An individual acting in their own right;

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

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

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

Place Notary Seal Here

Signature of Person Taking Acknowledgment

In lieu of Stamp: _____
Type or Print Name Title

Expiration Date

CONSULTANT NAME
Street Address
City, State, Zip Code
Telephone #

Consultant LOGO

INVOICE

Bill To:

Broward Metropolitan Planning Organization (BMPO)
100 West Cypress Creek Road, 6th Floor, Suite 650
Fort Lauderdale, FL 33309
(954) 876-0033
Email: accountspayable@browardmpo.org
BMPO Project Manager: _____

Invoice Date: _____

Invoice No.: _____

BMPO P.O. #: _____

Project Name and
Description: _____

Invoice Service Period	Contract Number	Contract Execution Date	Contract End Date
-			

Task no.	Task name	Budgeted amount	Percent previously billed	Percent complete this period	Percent complete to date	Complete	Previously billed	Billed this period	Remaining budget
1	Project Management	\$ 1,000.00	10.0%	10.0%	20.0%	No	\$ 100.00	\$ 100.00	\$ 800.00
2	Task 2		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
3	Task 3		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
4	Task 4		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5	Task 5		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
6	Task 6		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
7	Task 7		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
8	Task 8		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
9	Task 9		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
10	Task 10		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
11	Task 11		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
12	Task 12		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
13	Task 13		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
14	Task 14		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
15	Task 15		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
16	Task 16		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
17	Task 17		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
18	Task 18		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
19	Task 19		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
20	Task 20		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Totals:		\$ 1,000.00					\$ 100.00	\$ 100.00	\$ 800.00

Total Amount Due: \$ 100.00

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Authorized Signature: _____

Name Printed: _____

INVOICE TASK DETAIL

Task No: 1
Task Name: Project Management

Budgeted Amount	\$ 1,000.00	100.0%
Previously billed	\$ (100.00)	-10.0%
Billed this period	\$ (100.00)	-10.0%
Remaining Budget	\$ 800.00	80.0%

Percent complete: 20.0%

Billed this period details:

Salary Costs:

Prime Consultant Name	\$ 50.00
Sub-Consultant 1	\$ 50.00
Sub-Consultant 2	\$ -
Sub-Consultant 3	\$ -
Sub-Consultant 4	\$ -
Sub-Consultant 5	\$ -
Sub-Consultant 6	\$ -
Sub-Consultant 7	\$ -

Notes:

Other Direct Expense:

Travel	\$ -
Equipment	\$ -
Materials	\$ -
Other	\$ -

Notes:

Billed this period \$ 100.00

Progress Report:

In this space, provide a narrative of the work performed this period towards completing the deliverable(s) for this Task according to the contract scope of service. Do not use acronyms and explain any technical jargon. Make sure the narrative is viewable by resizing the cell if needed.

You must include one of the following in this space:

- 1. Progress report narrative** - including sub-consultant work included on this invoice.
- 2. See attached progress report** - add a separate document detailing the progress.
- 3. No work this period** - there are no charges for the task as shown in the \$0 "Billed this period" line above.
- 4. Task complete** - all work and billing on this Task is completed.

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APPLICABLE PROVISIONS

☒ = Applicable to this solicitation and/or purchase

1. ☒ NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES INCLUDING THE CONTRACTOR AND ITS SUBCONTRACTORS
2. ☒ FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD
3. ☒ ACCESS TO THIRD PARTY CONTRACT RECORDS AND SITES OF PERFORMANCE
4. ☒ CHANGES TO FEDERAL REQUIREMENTS
5. ☒ CIVIL RIGHTS (TITLE VI, ADA, EEO) AND PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY
6. ~~☒ DISADVANTAGED BUSINESS ENTERPRISES (DBEs)~~
7. ☒ INCORPORATION OF FTA TERMS
8. ☒ ENERGY CONSERVATION
9. ☒ FEDERAL TAX LIABILITY/FELONY CRIMINAL VIOLATION
10. ☐ VETERANS EMPLOYMENT. As provided by 49 U.S.C. § 5325(k)
11. ☒ TERMINATION (Appendix II to 49 C.F.R. Part 200)
12. ☒ DEBARMENT AND SUSPENSION
13. ☒ RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION
14. ☐ BUY AMERICA (For, Rolling Stock, Construction and Materials/Supplies)
15. ☒ LOBBYING
16. ☒ CLEAN AIR
17. ☒ CLEAN WATER
18. ☐ CARGO PREFERENCE (For, Rolling Stock, Construction and Materials/Supplies)
19. ☐ FLY AMERICA
20. ☐ FTA - CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT (40 U.S.C. §§ 3141-3144 and 3146-3148 and 49 C.F.R. Part 5)
21. ☐ CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT (for the actual construction, alternation and/or repair, including painting and decorating of a public building or public work)
22. ☐ BONDING REQUIREMENTS (2 CFR §200.325)
23. ☐ CONTRACT WORK HOURS & SAFETY STANDARDS ACT
24. ☐ SEISMIC SAFETY
25. ☒ NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT
26. ☐ TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS
27. ☐ CHARTER SERVICE OPERATIONS
28. ☐ SCHOOL BUS OPERATIONS
29. ☐ DRUG USE AND TESTING
30. ☐ ALCOHOL MISUSE AND TESTING

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

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

6. **Section deleted pursuant to Addendum No. 6. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

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

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

7. INCORPORATION OF FTA TERMS

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

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

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

8. ENERGY CONSERVATION

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

9. FEDERAL TAX LIABILITY/FELONY CRIMINAL VIOLATION

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

the recipient of such a vehicle and the details of that vehicle's configuration and major components.

37. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and (m) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

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

38. Section Deleted pursuant to Addendum No. 6. TVM CERTIFICATION

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

PROVISION 39 THROUGH 41 APPLY TO ALL CONTRACTS

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

The Contractor shall comply with the requirements of 2 CFR 200.216 (see below).

200.216 Prohibition on certain telecommunications and video surveillance services or equipment.