

**AGREEMENT NO. 25-04**  
**BETWEEN**  
**THE**  
**BROWARD METROPOLITAN PLANNING ORGANIZATION**  
**AND**  
**GEOWEBHOUSE, LLC.**  
**FOR**  
**CONTENT MANAGEMENT DATABASE TRACKER SERVICES – PHASE 2**

This Agreement (“Agreement”) is made and entered into the \_\_\_\_\_ day of April, 2025, by and between the **Broward Metropolitan Planning Organization**, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

**GOWEBHOUSE, LLC.**, with its principal business address located at 34 Sweetwater Creek, Oviedo, FL 32765 (hereinafter referred to as “CONTRACTOR”) for Content Management Database Tracker Services – Phase 2 (the “Project”).

WITNESSETH:

WHEREAS, the BMPO is seeking a content management service to track projects during their planning and implementation life cycle from the Metropolitan Transportation Plan (MTP), through the List of Priority Projects (LOPP) and Transportation Improvement Program (TIP), and into final project implementation (design and construction); and

WHEREAS, the BMPO completed Phase 1 of this project in June, 2024, with the CONTRACTOR as part of Agreement 24-07, which included the development of the framework for this platform and established the first of three modules (Metropolitan Transportation Plan Database); and

WHEREAS, the BMPO intends to engage in Phase 2 of this project to develop the remaining modules for the project tracker (List of Priority Projects and Transportation Improvement Program), ensuring the full life cycle of MPO projects can be tracked; and

WHEREAS, the CONTRACTOR is a full-service Geographic Information Systems (GIS) and application programming vendor with a team of developers who have worked directly on the development of the Broward MPO’s Interactive TIP and Phase 1 of this project; and

WHEREAS, the inherent knowledge, skillset, and experience of the CONTRACTOR will ensure the content management service meets the project tracking needs of the BMPO; and

WHEREAS, the BMPO and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein; and

WHEREAS, the Executive Director has determined that the subject services as identified herein are unique to this particular vendor and as such acquisition of content management database tracker services, as a sole source purchase, as permitted by the BMPO's Procurement Rules, in the best interest of the BMPO; and

WHEREAS, on April \_\_\_\_, 2025, the BMPO Executive Committee authorized the appropriate BMPO officials to execute this Agreement with the CONTRACTOR.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** During the Term of this Agreement, CONTRACTOR agrees to provide content management database tracker services for the BMPO, as specifically described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by referenced.
- 1.2** The required Federal Highway Administration ("FHWA") Contractual Provisions are attached hereto as Exhibit "B". Prior to beginning the performance of any services under this Agreement, the CONTRACTOR will be provided with a Notice to Proceed from the BMPO.
- 1.3** The parties agree that the Services and the FHWA Contractual Provisions, as specified in Exhibits "A" and "B", (hereinafter collectively referred to as the "Scope of Services" or "Services") contain the description of CONTRACTOR's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.4** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR's Services pursuant to this Agreement.

## SECTION 2. TERM

- 2.1 The term of this Agreement will be for a period of five (5) years (the "Term") which shall begin on the date it is fully executed by both parties and issuance of a Notice to Proceed. This term includes an initial 2 years of service, followed by three (3) years dedicated to maintenance and support. This agreement shall remain in effect until such a time as the Services acquired in conjunction with this Agreement have been completed and accepted by the BMPO.
- 2.2 Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services described in the Scope of Services within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.
- 2.3 The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

## SECTION 3. COMPENSATION

- 3.1 In consideration for the Services to be performed by CONTRACTOR pursuant to this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the firm fixed price in the amount of **ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 Dollars (\$135,000.00)**, contingent upon the appropriation of funds. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts as indicated on attached Exhibit "A", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 CONTRACTOR may submit an invoice for compensation in accordance with the payment schedule in Exhibit "A", developed and agreed upon by the BMPO Executive Director and CONTRACTOR. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. **Invoices shall be submitted to the BMPO Project Manager and Accounts**

**Payable ([accountspayable@browardmpo.org](mailto:accountspayable@browardmpo.org).) utilizing the BMPO Invoice Form (attached hereto as Exhibit "C").** The BMPO will provide the BMPO Invoice Form in Excel format to the CONTRACTOR. The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.

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

**3.4** Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.

**3.5** Payment shall be made to CONTRACTOR at:

GEOWEBHOUSE LLC  
Attn: Brian Sovik  
34 Sweetwater Creek  
Oviedo, FL 32765

**3.6** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.

**3.7** If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the Scope of Services or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement.

#### **SECTION 4. TERMINATION**

**4.1** The Executive Director may terminate Contracts approved by the BMPO Executive Committee, the BMPO Board, or Executive Director after consultation with the BMPO's General Counsel.

**4.2** This Agreement may be terminated for cause if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action

of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.

- 4.3 This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.4 Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 4.6 BMPO may terminate this Agreement for convenience. CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.
- 4.7 In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.2 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1 The CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO's claims for indemnification pursuant to this Agreement have been settled or otherwise

resolved; and any amount withheld shall not be subject to payment of interest by BMPO.

- 5.2** To the fullest extent permitted by law, BMPO hereby agrees to indemnify and hold harmless CONTRACTOR, its employees and agents from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the BMPO and other person employed or utilized by the BMPO in the performance of this Agreement.
- 5.3** Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

## **SECTION 6. INSURANCE**

- 6.1** CONTRACTOR shall furnish to the BMPO certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to these coverages.
- 6.1.1** Commercial General Liability Insurance on a commercial basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.
- 6.1.2** Professional Liability Insurance (Errors and Omissions) with limits not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate.
- 6.1.3** Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the BMPO.
- 6.1.4** Workers' Compensation Insurance for all employees of the Offeror as required by Florida Statutes Chapter 440.

- 6.2** The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- 6.3** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- 6.3.1** The company must be rated no less than "B" as a management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the BMPO; or
- 6.3.2** The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- 6.4** Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- 6.5** Compliance with the foregoing requirements shall not relieve the CONTRACTOR of his liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- 6.6** Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within five (5) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, the CONTRACTOR may be in default of the terms and conditions and the Contract may be deemed terminated immediately. Under these circumstances, the CONTRACTOR may be prohibited from submitting future Offers to the BMPO for a period of twelve (12) months.
- 6.7** CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s)

resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the BMPO shall suspend the Contract until such time as the new or renewed certificates are received by the BMPO in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the BMPO may at its sole discretion, terminate the Contract and seek re-procurement charges from the CONTRACTOR.

- 6.8 If, in the judgment of the BMPO, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO's written notice, the Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

## SECTION 7. MISCELLANEOUS

- 7.1 **Project Manager.** The Project Manager is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, Peter Gies, for the BMPO is designated as the Project Manager.
- 7.2 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

### **7.3 Audit and Inspection Rights and Retention of Records; Public Records.**

**7.3.1** BMPO shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement during normal business hours, upon prior written notice. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

**7.3.2** CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

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

**7.3.4** In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with this Agreement for CONTRACTOR services.

**7.3.5** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of

this section shall result in the immediate cancellation of this Agreement by the BMPO.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jacqueline Barszewski**  
**Mailing address: 100 West Cypress Creek Road, Suite 650**  
**Fort Lauderdale, FL 33309**  
**Telephone number: (954) 876-0053**  
**Email: barszewskij@browardmpo.org**

**7.4 Policy of Non-Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply with the provisions set forth in attached Appendix "A", including Contractor's responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.

**7.5 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall

result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

- 7.6 Scrutinized Companies.** The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO's option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.
- 7.7 Prohibition Against Considering Social, Political, or Ideological Interests.** Pursuant to Section 287.05701, Florida Statutes, the BMPO will not give preference to any contractor based on the contractor's social, political, or ideological interests and will not request documentation of or consider such interests in the determination of responsible CONTRACTOR.
- 7.8 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.9 Third Party Beneficiaries.** Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim

against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**7.10 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**BMPO:**

Gregory Stuart, Executive Director  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq., BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 E. Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

**CONTRACTOR:**

GEOWEBHOUSE LLC  
Attn: Brian Sovik  
34 Sweetwater Creek  
Oviedo, FL 32765

**7.11 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the BMPO, which shall be in BMPO's sole and absolute discretion. A list of all such subcontractors shall be included in the Offer. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the BMPO, subject to BMPO's approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services and to provide

and perform such services to BMPO's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.12 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against BMPO in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of BMPO in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.13 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.14 Materiality and Waiver of Breach.** BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall

not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.15 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.16 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.17 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.18 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.19 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.20 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.21 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, 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 7.20 above.

- 7.22 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.23 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.
- 7.24 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.
- 7.25 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.26 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.
- 7.27 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.
- 7.28 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 7.29 Disadvantage Business Enterprise (DBE) Program.**
- 7.29.1** 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.

**7.29.2** 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 subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.

**7.29.3** 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. 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/>

CONTRACTOR must also immediately and regularly enter DBE commitments and payments into FDOT Equal Opportunity Compliance (EOC) system. For information on accessing EOC, visit <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at [eoohelp@dot.state.fl.us](mailto:eoohelp@dot.state.fl.us).

**7.30 Intellectual Property.** All information, data, programs, publications and media created specifically for and paid for by the BMPO or as a result of the Services identified in this Agreement is the property of the BMPO unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

**AGREEMENT BETWEEN THE BMPO AND GEOWEBHOUSE, LLC. FOR CONTENT MANAGEMENT DATABASE TRACKER SERVICES – PHASE 2**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: BMPO, signing by and through its Executive Director, attested to and duly authorized to execute same, and CONTRACTOR, signing by and through its authorized representative, attested to and duly authorized to execute same.

**BMPO**

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By: \_\_\_\_\_  
Yvette Colbourne, Chair

This \_\_\_\_\_ day of \_\_\_\_\_ 2025.

This \_\_\_\_\_ day of \_\_\_\_\_ 2025.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: \_\_\_\_\_  
Alan L. Gabriel, BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman, P.L.

**AGREEMENT BETWEEN THE BMPO AND GEOWEBHOUSE, LLC. FOR CONTENT  
MANAGEMENT DATABASE TRACKER SERVICES – PHASE 2**

**CONTRACTOR**

WITNESSES:

By: Harissa Rodgers

Print Name: Harissa Rodgers

By: Alexis Rodgers-Cann

Print Name: Alexis Rodgers-Cann

**GEOWEBHOUSE, LLC.**

By: [Signature]

Print Name: Brian Sovik

Title: CMO

Address: 34 Sweetwater Creek Cir.  
Oviedo, FL 32765

This 25 day of March, 2025

**AGREEMENT BETWEEN THE BMPO AND GEOWEBHOUSE, LLC. FOR CONTENT  
MANAGEMENT DATABASE TRACKER SERVICES – PHASE 2**

**EXHIBITS LIST**

- 1) **Exhibit “A”** Scope of Services
- 2) **Exhibit “B”** Federal Highway Administration Required Contractual Provisions
- 3) **Exhibit “C”** BMPO Invoice Form
- 4) **Appendix “A”** BMPO Policy of Non-Discrimination

**AGREEMENT BETWEEN THE BMPO AND GEOWEBHOUSE, LLC. FOR CONTENT  
MANAGEMENT DATABASE TRACKER SERVICES – PHASE 2**

**EXHIBIT “A”**

**Scope of Services**

# Content Management Database Tracker Services - Phase 2

February 19, 2025

## 1. Project Overview

This scope of work builds upon the work completed in Phase 1 of this project under Agreement 24-07. Phase 1 included the development of a project tracking platform to track projects through the MPO's programming process – from planning to implementation. The framework for this platform was completed and the first of three modules (Metropolitan Transportation Plan Database) were finalized in June 2024.

Phase 2 of the Project Tracker Software development for the Broward MPO aims to enhance the functionalities, integrations, and user experience of the existing system. The software will support the MPO's project management, tracking, and reporting needs by expanding Phase 1's capabilities and ensuring compliance with relevant regulations and standards. Specifically, this scope of work will develop the remaining modules for the project tracker (List of Priority Projects and Transportation Improvement Program), ensuring the full life cycle of MPO projects can be tracked. Additional functionality and hosting/maintenance of the platform will be included as part of this scope. GEOWEBHOUSE, LLC. will work in collaboration with the Broward MPO to achieve a scalable, intuitive, and highly functional product.

## 2. Objectives

Enhanced Functionality: Implement new features to support expanded project tracking and reporting capabilities.

- Integrations: Establish Interactive Transportation Improvement Program (TIP) and List of Priority Projects (LOPP) modules with all functionalities.
- User Experience Improvements: Redesign the user interface (UI) to enhance usability and accessibility.
- Reporting and Analytics: Automated Transportation Improvement Program report output.
- Expansion of Project Prioritization, Pre-TIP Project documentation and file management, and specific system functionality for tracking, communicating and retrieving information.
- Deployment, hosting, and maintenance to support the project tracker platform including software updates, bug fixes, and help desk support.

## 3. Scope of Work

GEOWEBHOUSE, LLC. will perform the following tasks:

### **TASK 1: Development of Transportation Improvement Program (TIP) Module**

- Project Management Plan
- Deploy and configure Transportation Improvement Program (TIP) capabilities (Tab within User Interface).

- Provide knowledge transfer for the upgraded system to key staff as well as support a quality assurance review of the most updated data within the system.
- Timeline and Milestones: Define key milestones, deliverables, and deadlines.

**Deliverables:**

- TIP Module Enabled
- TIP Report Generated from Application

**Task 1 Cost: \$10,000**

**TASK 2: Project Tracker Platform Capability Enhancements**

Application Development and addition of new features.

- Review features for development and define formal backlog of system features based on client priorities.
- Perform development of added features in an iterative manner with sprint cycles to deploy features to test environment.
- Once testing is complete, migrate new features to production.

**Deliverables:**

- Backlog of features to be developed for the Project Tracker Platform
- Project Tracker Platform rolled out to production with additional features
- Support integration of existing MPO databases into the Project Tracker Platform

**Task 2 Cost: \$25,000**

**TASK 3: Development of List of Priority Projects (LOPP) Module**

Application Development and addition of new features.

- Expand platform to include special functionality for LOPP Projects.
- Backlog of features for management of LOPP Projects, database adjustments, and reporting capabilities as examples.

**Deliverables:**

- Backlog of features to be developed for the Project Priorities Module
- Project Priorities Module rolled out to production with additional features

**Task 3 Cost: \$15,000**

**TASK 4: Training and Documentation**

- User Training: Provide training sessions for MPO staff to familiarize them with the new features.
- Documentation: Develop user manuals, online help resources, and administrative guides.

- Ongoing Support: Provide a support plan for troubleshooting and technical assistance post-deployment.

**Deliverables:**

- One (1) on-site training session and up to three (3) virtual training sessions
- User training documentation in PDF and Word format

**Task 4 Cost: \$10,000**

**TASK 5: Deployment, Maintenance, and Support (One-Year)\***

- Phased Rollout: Gradually release new features to ensure smooth adoption.
- Go-Live Support: Provide immediate support and monitoring during the launch period.
- Post-Launch Review: Conduct a review after the initial months of deployment to gather user feedback and address any issues.

**Deliverables:**

- Hosting, Maintenance, and Support for one-year from completion of Task 4 (separate NTP issued for Task 5 – see additional notes in “7. Approval and Authorization”)
- Regular system and database back-ups for application and data
- Both Testing and Production environments maintained with 24x7 accessibility
- One day maximum user support via email
- Support “Mobile Phone Number” in the event of emergency
- Updates made to software, bug fixes, lifecycle updates for technology stack completed to be within one version of the latest platform

**Task 5 Cost: \$15,000**

*\*Annual Maintenance (\$20,000 annually) will be renewed each year (2027-2030) and cover Task 5 maintenance and support services from July 1 to the following June 30. Maintenance and support will cover the Project Tracker, and all tools bundled from GEOWEBHOUSE, LLC .*

#### 4. Budget and Schedule

All services will be lump sum monthly. The training schedule of delivery will be on an as-needed basis as defined by Broward MPO. Broward MPO will be billed monthly according to the services and deliverables provided. The following is an estimated invoice schedule with anticipated delivery dates.

Invoice #	Target date(s) for each completed task	Amount
1	April 30, 2025 (Task 1)	\$10,000
2	April 11, 2025, to October 31, 2025 (Task 2)	\$25,000
3	November 1, 2025, to February 28, 2026 (Task 3)	\$15,000
4	March 1, 2026, to April 30, 2026 (Task 4)	\$10,000
5	Prior to June 30, 2026 (Task 5)	\$15,000
<b>TOTAL</b>		<b>\$75,000</b>

Invoice #	*Ongoing Annual Support and Maintenance	Amount
6	July 1, 2027 to June 30, 2028	\$20,000
7	July 1, 2028 to June 30, 2029	\$20,000
8	July 1, 2029, to June 30, 2030	\$20,000
<b>TOTAL</b>		<b>\$60,000</b>

#### 5. Quality Control and Risk Management

- Quality Control: Regular check-ins, milestone reviews, and adherence to best practices.
- Risk Mitigation: Contingency plans for schedule delays, data security concerns, and technical issues.

#### 6. Assumptions

- Broward MPO staff will participate in Sprint Meetings to support the iterative software development of the Project Tracker (held every other week).
- Broward MPO staff will provide timely feedback and assist with coordination of virtual meetings and on-site scheduled meetings.

#### 7. Approval and Authorization

Both Broward MPO and GEOWEBHOUSE, LLC shall review and approve the scope of work and deliverables before Phase 2 development begins. Regular updates will be provided to ensure transparency and progress tracking throughout the project's lifecycle. A notice to proceed (NTP) for Tasks 1-4 will be provided upon approval of the agreement by the Broward MPO Executive Committee. NTP for Task 5 will be provided upon completion of Tasks 1-4 and the one-year hosting and maintenance will commence from the date listed on the Task 5 NTP. Annual hosting and maintenance cycles will commence on the Task 5 NTP date.

## EXHIBIT B

### FEDERAL HIGHWAY ADMINISTRATION REQUIRED CONTRACTUAL PROVISIONS

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Highway Administration (FHWA). Consequentially, the following FHWA and Federally-mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following:

**1) Procurements over the Simplified Acquisition Threshold 2 CFR Part 200 Appendix II [NOT APPLICABLE]**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**2) Termination for Cause and Convenience 2 CFR Part 200, Appendix II**

See Section 4. Termination of the Agreement.

**3) Equal Employment Opportunity 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339](#)), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**4) Davis-Bacon Act 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144, and 3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

## **FEDERAL HIGHWAY ADMINISTRATION REQUIRED CONTRACTUAL PROVISIONS**

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Highway Administration (FHWA). Consequentially, the following FHWA and Federally-mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following:

**1) Procurements over the Simplified Acquisition Threshold 2 CFR Part 200 Appendix II [NOT APPLICABLE]**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**2) Termination for Cause and Convenience 2 CFR Part 200, Appendix II**

See Section 4. Termination of the Agreement.

**3) Equal Employment Opportunity 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**4) Davis-Bacon Act 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**5) Contract Work Hours and Safety Standards Act 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6) Rights to Inventions Made Under a Contract or Agreement 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions

Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**5) Contract Work Hours and Safety Standards Act 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6) Rights to Inventions Made Under a Contract or Agreement 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**7) Clean Air Act 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**8) Debarment and Suspension 2 CFR Part 200, Appendix II**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

**9) Byrd Anti-Lobbying Amendment 2 CFR Part 200, Appendix II [NOT APPLICABLE]**

Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.

**10) Procurement of Recovered Materials 2 CFR Part 200 Appendix II (J) 2 CFR 200.323; 40 CFR Part 247 [NOT APPLICABLE]**

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C.](#)

6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**11) Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services 2 CFR Part 200 Appendix II (K) 2 CFR Part 200.216; 200.471**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain covered telecommunications equipment or services;

(ii) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment;

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

**12) Domestic Preferences for Procurements 2 CFR Part 200 Appendix II (L), 2 CFR 200.322; 2 CFR part 184 [NOT APPLICABLE]**

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

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

(a) As a sub-recipient of FHWA 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% without the use of contract goals. 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/>

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

(c) Bidders, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA-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

### **14) FHWA Non-Collusion Statement 23 USC 112(c); 23 CFR 635.112(f)**

EACH BIDDER SHALL FILE A STATEMENT EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE BID

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

# Exhibit C

**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!	\$ -	\$ -	\$ -
<b>Totals:</b>		<b>\$ 1,000.00</b>					<b>\$ 100.00</b>	<b>\$ 100.00</b>	<b>\$ 800.00</b>

**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:** \_\_\_\_\_

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

## CONSULTANT NAME

Street Address

City, State, Zip Code

Telephone #

Consultant LOGO

Service Period **1/0/00 - 1/0/00**

DBE Contract Amount: **\$ 100.00**

DBE Firm Name	Amount Allocated	Notes
Company ABC	\$ 100.00	
Company Name B		
Company Name C		
Company Name D		
Company Name E		
Company Name F		
Company Name G		
Company Name H		
Company Name I		
Company Name J		

Total DBE Allocated: **\$ 100.00**

DBE Firm	Amount allocated	Percent previously billed	Percent billed this period	Percent billed to date	Amount previously billed	Amount billed this period	Amount billed to date	Amount remaining
Company ABC	\$ 100.00	50.0%	50.0%	100.0%	\$ 50.00	\$ 50.00	\$ 100.00	\$ -
Company Name B	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name C	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name D	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name E	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name F	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name G	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name H	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name I	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
Company Name J	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ 0.00	\$ -	\$ -
<b>Totals:</b>	<b>\$ 100.00</b>				<b>\$ 50.00</b>	<b>\$ 50.00</b>	<b>\$ 100.00</b>	<b>\$ -</b>

## INVOICE TASK DETAIL

**Task No:** 1  
**Task Name:** Project Management

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

**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:

DBE Firm

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.

# Appendix A

## NONDISCRIMINATION REQUIREMENTS

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

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

*Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

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

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

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

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).”

- (8) **NonDiscrimination Language for the Public:** The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO 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 MPO Oversight:** The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.

**BID OPPORTUNITY LIST FOR PROFESSIONAL CONTRACTUAL SERVICES,  
AND COMMODITIES & CONTRACTUAL SERVICES**

Prime Contractor / Prime Consultant: GeoWebHouse, LLC.

Address/Telephone Number: 34 Sweetwater Creek Cir. Oviedo FL 32765-6465  
Phone: 407-770-8611

RFP Number/Advertisement Number: Agreement No. 25-04

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

1. Federal Tax ID Number: 93-1495707      6.  DBE      8. Annual Gross Receipts:  
 2. Firm Name: GeoWebHouse, LLC       Non-DBE       Less than \$1 Million  
 3. Phone: 407-770-8611            Between \$1- \$5 Million  
 4. Address: 34 Sweetwater Creek Cir.            Between \$5- \$10 Million  
                  Oviedo, FL 32765-6465            Between \$10-\$15Million  
                                  More than \$15 Million

5. Year Firm Established: 2022      7.  Sub-contractor  
                             Sub-consultant

1. Federal Tax ID Number: \_\_\_\_\_ 6.  DBE      8. Annual Gross Receipts:  
 2. Firm Name: \_\_\_\_\_  Non-DBE       Less than \$1 Million  
 3. Phone: \_\_\_\_\_       Between \$1- \$5 Million  
 4. Address: \_\_\_\_\_       Between \$5- \$10 Million  
                  \_\_\_\_\_       Between \$10-\$15Million  
                  \_\_\_\_\_       More than \$15 Million

5. Year Firm Established: \_\_\_\_\_ 7.  Sub-contractor  
                        Sub-consultant

1. Federal Tax ID Number: \_\_\_\_\_ 6.  DBE      8. Annual Gross Receipts:  
 2. Firm Name: \_\_\_\_\_  Non-DBE       Less than \$1 Million  
 3. Phone: \_\_\_\_\_       Between \$1- \$5 Million  
 4. Address: \_\_\_\_\_       Between \$5- \$10 Million  
                  \_\_\_\_\_       Between \$10-\$15Million  
                  \_\_\_\_\_       More than \$15 Million

5. Year Firm Established: \_\_\_\_\_ 7.  Sub-contractor  
                        Sub-consultant

# E-VERIFY

Company/Firm: Geowebhouse, LLC ("Contractor")

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

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

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

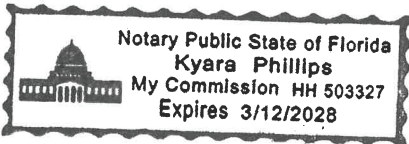
By executing this form, I, \_\_\_\_\_, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: [Signature] Date: 3/25/2025  
Print Name: Brian Sovik Title: CMO

STATE OF FLORIDA  
COUNTY OF ~~BROWARD~~ Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25 day of March, 2025 (year) by Brian Sovik (name of person making the statement) as Brian Sovik (title) of Geowebhouse (company name), on behalf of Geowebhouse (company name), who is personally known to me or  has provided Driver's License as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Kyara Phillips  
(Name of Acknowledger Taped, Printed or Stamped)

**AFFIDAVIT REGARDING LABOR AND SERVICES**

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: Geowebhouse, LLC.  
Address: 34 Sweetwater Creek Cir Oviedo FL 32765  
Phone Number: 407 770 8611  
Authorized Representative's Name: Brian Sovik  
Authorized Representative's Title: CMO  
Email Address: briansovik@geowebhouse.com

**AFFIDAVIT**

I, insert nongovernmental entity's authorized representative name, as authorized representative attest that insert nongovernmental entity's name does not use coercion for labor or services as defined in §787.06, Florida Statutes.

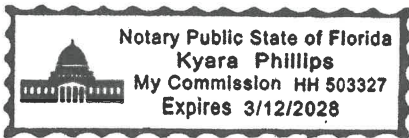
Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

[Signature] 3/25/2025  
(Signature of authorized representative) Date

STATE of Florida  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 25 day of March, 2025 (year), by

[Signature]  
Notary Public  
3/12/2028



Commission Expires  
Personally Known  OR Produced Identification   
Type of Identification Produced  
Driver's License

## **CERTIFICATION REGARDING LOBBYING**

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]**
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall**

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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



\_\_\_\_\_  
Signature of Firm's Authorized Official

Brian Sovik, Chief Marketing Officer

\_\_\_\_\_  
Name and Title of Firm's Authorized Official

3/25/2025

\_\_\_\_\_  
Date

# **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

## **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

- (1) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.**
  
- (2) To the best of its knowledge and belief, that its Principals and Subrecipient's at the first tier:**
  - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:**
    - 1. Debarred,**
    - 2. Suspended,**
    - 3. Proposed for debarment,**
    - 4. Declared ineligible,**
    - 5. Voluntarily excluded, or**
    - 6. Disqualified,**
  
  - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:**
    - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,**
    - 2. Violation of any Federal or State antitrust statute, or**
    - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,**
  
  - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,**
  
  - d) It has not had one or more public transactions (Federal, State, local) terminated for cause or default within a three-year period preceding this Certification,**
  
  - e) If, at a later time, it receives any information that contradicts the statement of subsections 2.a – 2.d above, it will promptly provide that information to FTA.**


- f) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR Part 180 if it:
  - 1. Equals or exceeds \$25,000,
  - 2. Is for audit services, or
  - 3. Requires the consent of a Federal Official, and
  
- g) It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - i. Debarred from participation in any federally assisted Award;
    - ii. Suspended from participation in any federally assisted Award;
    - iii. Proposed for debarment from participation in any federally assisted Award;
    - iv. Declared ineligible to participate in any federally assisted Award;
    - v. Voluntarily excluded from participation in any federally assisted Award;
    - vi. Disqualified from participation in any federally assisted Award.
  
- (3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principles including any of its first tier Subrecipient's or its Third Party Participants at a lower tier, in unable to certify compliance with the preceding statements in this Certification Group.

---

**Certification:**

**Contractor:** GeoWebhouse, LLC

**Name and Title of Contractor's Authorized Official:** Brian Sovik, CMO

**Signature:** 

**Date:** 3/25/2025