



NOTICE

REQUEST FOR QUALIFICATIONS AND PRICE PROPOSAL FOR LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) EXERCISE(S)

FOR

Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830
Tel: (863) 534-7130
Fax: (863) 534-7138

The Central Florida Regional Planning Council ("Council") hereby invites qualified companies to provide qualifications and price proposals for **Local Emergency Planning Committee (LEPC) Exercise(s)**. The Council will receive qualifications and price proposal packages until 4:00 p.m. on Friday, July 16, 2021, at Central Florida Regional Planning Council; ATTN: Shannon McPherson, Program Director; 555 East Church Street; Bartow, FL 33830. The exercise(s) will commence upon Council being awarded a contract for funding, expected Fall 2021.



SCOPE OF WORK

The requested services consist of providing the LEPC exercise(s) with one or more of the below tasks.

Task 1: Provide staff support to the LEPC to develop and conduct an exercise(s) of the LEPC Hazardous Materials Emergency Response Plan and/or other documents. Use the Homeland Security Exercise(s) Evaluation Program (HSEEP) Guidelines to develop, conduct, and evaluate the exercise(s). The exercise(s) must be regional in scope to reflect an incident requiring a multi-jurisdictional or cooperative response and shall include a transportation element. The exercise(s) must meet the following criteria:

- A full-scale exercise(s) that tests a minimum of two (2) functional areas (e.g., communications, evacuation, resource management, etc.); and/or
- A comprehensive tabletop exercise(s) utilizing a simulator/diorama that can be altered to closely reflect an actual location within the jurisdiction being tested. The exercise(s) must test a minimum of two (2) functional areas (e.g., communications, evacuation, resource management, etc.).

Task 2: The required exercise(s) staffing tasks at a minimum consist of the following:

- A. Meet with local emergency management staff and local emergency response officials within the region to accomplish the following:
 1. Explain the purpose and scope of the exercise(s);
 2. Establish a method to coordinate procedures among local emergency response officials;
 3. Identify key personnel involved in the exercise(s) include emergency management staff; and
 4. Develop exercise(s) goals and objectives.
- B. Develop an exercise(s) scenario. The following work products shall be completed and submitted to the LEPC for approval no less than thirty (30) days prior to the date of the exercise(s):
 1. A detailed schedule of exercise(s) events;
 2. A summary of exercise(s) messages; and
 3. A listing of exercise(s) control procedures and responsibilities.
- C. Following the completion of the exercise(s), all major participants shall meet to discuss the exercise(s) and identify areas for improvement in the LEPC Hazardous Materials Emergency Response Plan and/or other documents.

Task 3: Maintain accurate records of personnel hours spent performing the Tasks outlined in this Scope of Work, to include all paid and volunteer personnel.

Task 4: Incorporate the results of this Exercise(s) into an After-Action Plan/Report.



Task 5: Additional related tasks may be assigned under this contract.

QUALIFICATIONS

The selected company will be required to execute a contract with the Council in accordance with the Scope of Work as stated herein. The selected company must have satisfactorily performed the services described in the Scope of Work for a period of at least three (3) years, is a licensed provider, and has a track record of performing such services. Qualification and price proposal packages will be considered only from companies who are regularly established and who, in the sole judgment of the Council, are financially responsible and able to show evidence of their reliability, ability, experience, and persons directly employed or supervised by them to render professional, and satisfactory performance. Preference will be given to a company who has experience in providing full scale Aviation Exercises and/or Hazardous Materials Exercises.

INSURANCE

Before commencing any work on the project, the selected company shall be required to provide the Central Florida Regional Planning Council with the following Certificates of Insurance:

- Comprehensive General Liability - \$1,000,000 limit; and
- Workers' Compensation (in compliance with Florida Workers' Compensation Law).

QUESTIONS

Questions should be addressed in writing via email to Shannon McPherson, smcpherson@cfrpc.org, no later than 4:00 p.m. EDT on Friday, July 9, 2021. Responses shall be in writing. Responses to questions shall be provided to all persons who have requested a copy of this RFQ/Price Proposal and will be posted on www.cfrpc.org website.

No questions regarding this RFQ/P may be directed to the Project Partners, Selection Committee, CFRPC Board members or CFRPC staff members other than the above designee. Violation of this prohibition shall result in the disqualification of the consultant from further consideration. The CFRPC reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFQ/Price Proposal, terminate, restructure or amend this procurement process at any time.

SUBMISSION

A complete submission of the Proposal Package shall contain three (3) bound copies and one (1) electronic copy of the qualifications and price proposal.

Submit the Proposal Packages to Central Florida Regional Planning Council; ATTN: Shannon McPherson, Program Director; 555 East Church Street; Bartow, FL 33830 either by mail, express delivery or in person by 4:00 p.m. on Friday, July 16, 2021. Faxed proposal packages will not be accepted.



We reserve the right to accept or reject any proposal packages based on insufficient information or failure to meet qualifications.

The submission shall include the following:

- Completed Information Form;
- Signature with name typed below signature;
- Where the proposer is a corporation, the Information Form must be completed with the legal name of the corporation, followed by the State in which incorporated and legal signature of an officer authorized to bind the corporation to a contract; and
- The proposer shall provide the Council with a breakdown of costs of their proposal, if requested, before execution of the contract.

CONTRACT PERIOD

The CFRPC anticipates the timeline for the exercise(s) to begin October 1, 2021 and conclude by September 30, 2022 or extended if needed. Be prepared to provide a detailed schedule of how the above-mentioned items can be completed in order to meet this schedule.

INFORMATION FORM

For: Central Florida Regional Planning Council
LEPC Exercise(s)
555 East Church Street
Bartow, FL 33830

To: Central Florida Regional Planning Council
Shannon McPherson, Program Director
555 East Church Street
Bartow, FL 33830

The undersigned, having become thoroughly familiar with the terms and conditions of the Scope of Work and with local conditions affecting performance and costs at the Central Florida Regional Planning Council, hereby proposes and agrees to fully perform and complete the Scope of Work in strict accordance with the Qualifications and Price Proposal Package for the following sum(s) of money, including all labor and materials needed to perform the Scope of Work:

Proposal for performing all work under the contract as designated as follows:

- Price for Scope of Work; and
- Provide a written description of any special conditions.

In submitting this proposal, the undersigned further agrees:

- The Council reserves the right to reject this proposal;
- To enter into and execute a Contract Agreement on the prescribed form, if awarded on the basis of this proposal, and/or any mutually acceptable modifications thereto;



- To furnish Certificates of Insurance;
- To commence and complete all work within the prescribed schedule as attached;
- To provide adequate staffing and resources to accomplish the scope of work; and
- To maintain communications with the Council staff to satisfactorily provide services and respond to changing circumstances.

Completed Information Form

Legal Name of Organization:	
Type of Organization: (circle one)	Corporation Partnership Sole Proprietor Other
Legal Organization Address:	
Legal Telephone Number:	
Legal Fax Number:	
Signature:	
Date:	
Name:	
Title:	

Attach a list of at least three references, including contact name, company or organization, telephone number, and time period of contracted services.

Work history indicating a minimum of five (5) years of satisfactorily performing services described in the scope of work outlined in this RFQ/Price Proposal and a list of all exercise certifications held by the proposing company.



REQUEST FOR QUALIFICATIONS AND PRICE PROPOSAL FOR LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) EXERCISE(S)

Attachment I – TITLE VI/NONDISCRIMINATION ASSURANCE FOR ALL CONTRACTS

During the performance of this contract, the 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 Appendix B 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 (7) 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); Title 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 37; 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 and discouraging programs, policies, and activities which disproportionately high and adverse human health or environmental effects on minority or 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.).



DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the CFRPC and includes all programs for which it provides staffing support that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of CFRPC contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program (DBE) are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The CFRPC and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work in a non-discriminatory environment. The CFRPC will ensure compliance when the CFRPC utilizes General Planning Consultants (GPC) who in turn use DBE subcontractors. The CFRPC will ensure that invoices provided by the GPC will include a breakdown of work performed and funds paid to their DBE subcontractors.

The CFRPC shall require its consultants to not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familiar status in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.



DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS for Contracts over \$25,000

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

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

The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CENTRAL FLORIDA REGIONAL PLANNING COUNCIL may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CENTRAL FLORIDA REGIONAL PLANNING COUNCIL for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CENTRAL FLORIDA REGIONAL PLANNING COUNCIL.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CENTRAL FLORIDA REGIONAL PLANNING COUNCIL may pursue available remedies including suspension and/or debarment.



Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Contracts over \$25,000).

The contractor certifies, that neither it nor its “principals” as defined in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Certification Table:

Date	
Print Name of Authorized Official	
Title	
Signature of Authorized Official	
Company Name	
Company Address	



GENERAL PROVISIONS DOCUMENT

1.01 PROVISIONS APPLICABLE TO ALL Contracts

1.01.02. Americans with Disabilities Act. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

1.01.03. Application Of Federal Laws Clause. Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

1.01.04 Access to Records and Reports. The Contractor agrees to comply with the following requirements regarding access to reports and records: 49 U.S.C. 5325 Contract Requirements; 18 CFR 18.36(i), Procurement, Contract Provisions; 49 CFR 632.17, PMO Contractor Eligibility; and Public Records Law as required by Florida Statutes Chapter 119. All deliverables and work produced by the Contractor become public domain and will reside in the Central Florida Regional Planning Council's possession.

1.01.05 Civil Rights. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Action of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

1.01.06 Disadvantaged Business Enterprise. Contractor will conform to 49 C.F.R. Part 26. CENTRAL FLORIDA REGIONAL PLANNING COUNCIL encourages the use of DBE subcontractors, small businesses, and veterans.



1.01.07 Energy Conservation. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.01.08 Federal Assistance and Incorporation of Federal Transit Administration (FTA) Terms. The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, 49 U.S.C. Chapter 53; Transportation Equity Act for the 21st Century 1998 (TEA-21), P.L. 105-178 as amended, TEA-21 Restoration Act 1998, P.L. 105-206; Sections 401 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. §403(11) and 40 U.S.C. §481(b), respectively; 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; Executive Order 12612, "Federalism," dated 10-26-1987; FTA Circular 5010.1C, "Grant Management Guidelines" dated 10-1-98; FTA Master Agreement; Appendix D, Best Practices Procurement Manual. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as the same may be amended or superseded from time to time, are hereby incorporated by reference. Anything to the contrary, herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CENTRAL FLORIDA REGIONAL PLANNING COUNCIL requests which would cause CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, to be in violation of the FTA terms and conditions.

1.01.09 Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (10) dated October 1, 2003) between Owner and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

1.01.10 No Obligation by the Federal Government. Contractor and CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION, the Contractor or any other party pertaining to any matter resulting from



the underlying Contract. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

1.01.11 Program Fraud and False or Fraudulent Statements or Related Acts.

Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

1.01.12 Termination.

Termination provisions in accordance with 49 U.S.C. Part 18; and FTA Circular 4220.1E or subsequent revisions

- a) **Termination For Convenience.** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL may terminate the Contract, in whole or in part, at any time and for any reason by written notice to the Contractor when it is in the best interest of CENTRAL FLORIDA REGIONAL PLANNING COUNCIL. The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL to be paid to the Contractor. If the Contractor has any property in its possession belonging to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL the Contractor will account for the same, and dispose of it in the manner CENTRAL FLORIDA REGIONAL PLANNING COUNCIL directs.
- b) **Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such



notice from CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, thereafter, CENTRAL FLORIDA REGIONAL PLANNING COUNCIL may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL. In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CENTRAL FLORIDA REGIONAL PLANNING COUNCIL.

- c) **Termination Due to Insufficient Funds.** If at any time during the term of the Contract the CENTRAL FLORIDA REGIONAL PLANNING COUNCIL Governing Board makes a determination that CENTRAL FLORIDA REGIONAL PLANNING COUNCIL has insufficient funds with which to carry out its performance and obligations under the Contract, then CENTRAL FLORIDA REGIONAL PLANNING COUNCIL may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL.
- d) **Termination Due to Failure to Receive a Grant or other Funding Device.** If at any time during the term of the Contract CENTRAL FLORIDA REGIONAL PLANNING COUNCIL ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the CENTRAL FLORIDA REGIONAL PLANNING COUNCIL Governing Board, CENTRAL FLORIDA REGIONAL PLANNING COUNCIL may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL.
- e) **Damages Upon Termination.** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, a termination due to insufficient funds by CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, or a termination due to a failure



to receive a grant or other funding device by CENTRAL FLORIDA REGIONAL PLANNING COUNCIL will be computed and allowable in accordance with federal regulations in effect at the time of termination.

1.01.13 Suspension and Debarment. The Contract is a "covered transaction" for purposes of 49 C.F.R. Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. Contractor certifies as follows:

- a) The certification in this clause is a material representation of fact relied upon by CENTRAL FLORIDA REGIONAL PLANNING COUNCIL.
 - i. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - ii. The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while its offer is valid and throughout the period of any contract that may arise from its offer.
 - iii. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.