

DATE: 5/1/24

TO: Prospective Proposers

FROM: Shannon McPherson, Heartland Regional Transportation Planning Organization

RE: #04-24-1 Transit Development Plan Technical Support

Dear Prospective Proposer:

The Heartland Regional Transportation Planning Organization (HRTPO) is seeking the professional services of a qualified firm capable of providing technical planning support for the development of a Transit Development Plan. Interested consultants should request a Proposal Package via email to Shannon McPherson at smcpherson@cfrpc.org or download from www.heartlandregionaltpo.org. All Proposals must be received by the HRTPO, through its Designee, Ms. Shannon McPherson by 3 PM EST, May 22, 2024 by one of the following methods:

Mail or Deliver one (1) unbound original in a sealed envelope labeled " HRTPO-04-24 Transit Development Plan Technical Support" to 555 East Church Street, Bartow, FL 33830-3931; or, e-mail with the Subject Line #04-24-1 Transit Development Plan Technical Support Proposal to: smcpherson@cfrpc.org

The "Scope of Services" is included as Exhibit A of the Proposal Package.

Questions should be addressed in writing via email to smcpherson@cfrpc.org no later than May 8, 2024. Responses shall be in writing. Responses to questions shall be provided to all persons who have requested a copy of this RFP and will be posted on www.heartlandregionaltpo.org website.

No questions regarding this RFP may be directed to HRTPO or CFRPC Board members or HRTPO or CFRPC staff members other than the above designee. Violation of this prohibition may result in the disqualification of the consultant from further consideration. The HRTPO reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. This RFP has been reviewed by the Florida Department of Transportation for compliance with applicable State and Federal procurement requirements.

We look forward to your participation in this process.

Sincerely,

Shannon McPherson
HRTPO

cc: Marybeth Soderstrom, HRTPO



**RFP NO. 04-24-1 Transit Development Plan Technical
Support**

Prepared By:

Heartland Regional Transportation Planning Organization

Available date: May 1, 2024

Heartland Regional Transportation Planning Organization
REQUEST FOR PROPOSALS

LEGAL NOTICE: RFP NO. 04-24-1 Transit Development Plan Technical Support

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The HRTPO reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The HRTPO is committed to diversity in its employees and consultants and therefore encourages qualified minority and disadvantaged firms to apply.

Background: The Heartland Regional Transportation Planning Organization (HRTPO) requires the services of a firm with transit planning expertise to support the development of a 10 – Year Transit Development Plan (TDP) for Highlands County including the Sebring-Avon Park Urbanized Area. The Transit Development Plan will comply with the current TDP requirements in FAC 14-73.001. The TDP will serve as a strategic plan used to guide transit planning, development, and operations over the planning horizon from Fiscal Year 2024 through Fiscal Year 2034, within the context of community-wide mobility needs. The study area for the TDP is Highlands County however, the existing Heartland Rural Mobility Plan (HRMP) includes all six counties of the HRTPO (DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee). The HRTPO is committed to diversity in its employees and consultants and therefore encourages qualified minority and disadvantaged firms to apply ("Attachment A" of Exhibit C, CONSULTANT SERVICES AGREEMENT)

Areas of Expertise: Areas of planning expertise needed for this project include: Transit Planning; Transportation Planning.

Questions: Questions should be addressed in writing via email to Shannon McPherson at smcpherson@cfrpc.org no later than 4:00 PM EST on Wednesday, May 8, 2024. Responses shall be in writing. Responses to questions shall be provided to all persons who have requested a copy of this RFP and will be posted on www.heartlandregionaltpo.org website.

No questions regarding this RFP may be directed to the Project Partners, Selection Committee, CFRPC or HRTPO Board members or CFRPC or HRTPO staff members other than the above designee. Violation of this prohibition shall result in the disqualification of the consultant from further consideration.

Ranking Criteria:

In accordance with applicable regulations, proposals and presentations from potential firms will be evaluated based on the following criteria:

- Quality of the Proposal document including firm's background
- Project team's demonstrated understanding of the outlined tasks in the Scope of Work
- Qualifications/experience/expertise of Key Personnel with Transit Feasibility Studies
- Project approach to the Scope of Services and any recommended changes to the proposed Scope of Services
- Accessibility and ease of communication and collaboration
- Proposed costs and expenses including proposed staffing plan, man-hours and staffing costs
- Proposed schedule to complete the Scope of Work
- Positive references for project team from previous similar contracts
- Statement of affirmative action and nondiscrimination policies (DBE/MBE)

In the event that two potential firms have identical scores, ranking will be prioritized based on:

- 1) Certified minority business enterprise status
- 2) The earliest completion date of proposed project schedule

Proposal Package

A complete submission of the Proposal Package may be transmitted by electronic or printed copy. (Please include subconsultant team members in package, noting the firm's name, proposed staffing, and any special status, such as MBE or DBE.)

The following items shall be included in the proposal package:

1. Name of company, address, telephone and fax numbers, contact person and e-mail address. (1 page maximum)
2. A project team summary including each staff person and his/her specialty, education, number of years of relevant Transit or Mobility Planning experience and total relevant years of experience. (2 page maximum)
3. A resume for each team member not to exceed two (2) pages each.
4. Staff availability of the consultant team. (1 page maximum)
5. A description of recent relevant experience including project or contract name, client, address, contact person, email, telephone number for reference verification. (4 pages maximum)
6. Project Approach including specific actions to address tasks identified in Scope of Services (5 pages maximum)
7. Project Schedule (2 page maximum)
8. A description of the Proposed Staffing Plan, Man-hours, and Direct Costs (2 page maximum)

9. Statement of affirmative action policy and use of MBE/DBE firms (1 page maximum)
10. Statement of ability to provide the State of Florida's "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion". (1 page maximum)

Evaluation and Selection:

Submissions will be evaluated based upon the ranking criteria detailed above. Submissions will be ranked by the Selection Committee and a recommendation will be made by the HRTPO Staff based on Selection Committee's evaluation, which may be approved by the HRTPO Board members.

Contract:

Work to be performed subject to the funding agreement between the HRTPO and the Florida Department of Transportation. Selected firm must comply with the E-Verify program as described at the U.S. Citizenship and Immigrations Service's Web site: <http://www.uscis.gov> and all applicable Federal Clauses outlined in Attachment A of the CONSULTANT SERVICES AGREEMENT.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue for six (6) months and may be extended by mutual written agreement of the Parties for two (2) to six (6) month extensions at original pricing (or market adjustment) to complete original scope.

Intent:

The Heartland Regional Transportation Planning Organization (HRTPO) has prepared a scope of services that will support the development of the 10-year Transit Development Plan (TDP) for Highlands County and ensure compliance with the current TDP Rule (FAC 14-73.001). The TDP is intended to serve as a strategic plan used to guide transit planning, development and operations over a 10-year planning horizon, within the context of community-wide mobility needs. Beyond the administrative and regulatory requirements, the TDP is intended to:

- Help identify the vision and direction for public transportation services
- Define public transportation needs and opportunities that support the community vision
- Expand transportation choices and improve local and regional mobility
- Reflect the unique characteristics and composition of its area
- Solicit broad input by coordinating with other plans
- Explore community goals with decision makers and other stakeholders
- Define alternative courses of action
- Develop a systematic plan and monitoring program
- Provide an objective look for decision-makers to use in budgeting and prioritizing local investments on an annual and long-term basis and opportunities that support the community vision

The planning area for the HRTPO includes the six (6) counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee; however, the study area for the TDP is intended to focus on Highlands County, which includes the Sebring-Avon Park Urbanized Area as designated by the US Census in 2010. Highlands County also includes the Town of Lake Placid and a number of other population/activity centers that should be considered as potential connections for any proposed countywide system for public transportation. The following documents are considered foundational for this TDP development project:

- Highlands Transit Plan, 2017
- Heartland Rural Mobility Plan, 2012 and Update 2018
- On-Demand Feasibility Study, 2022
- Transportation Disadvantaged Service Plan, 2021

Currently within Highlands County, there is no fixed-route public transportation service available; however, a well-established paratransit system is in place that serves the needs of those meeting eligibility requirements for trips that are funded under various state and federal programs administered by the Central Florida Regional Planning Council (CFRPC). This system also provides some rural public transit service and service targeted at senior citizens and individuals with disabilities.

Purpose and Objectives

The primary objective of this project is to support the preparation of Highlands County's second 10-year TDP, as required by the TDP rule enacted by the Florida Department of Transportation (FDOT) on February 20, 2007. It represents the community's vision for public transportation in the study area during this time period. The second major objective is to develop a progressive and innovative plan that meets the needs of the Sebring-Avon Park Urbanized Area. This effort includes the establishment of a shared vision for public transportation with the leaders and populace of the county as consensus is built to implement the recommendations and strategies that will be identified in the TDP planning process.

Consistent with the TDP preparation guidelines from FDOT, it is understood that the initial five years of the plan will be characterized by substantially greater detail than the subsequent five years. The latter part of the planning horizon is intended to be more strategic in nature.

The TDP:

- Requires a public participation plan to be developed and approved by FDOT or consistent with the TPO's approved Public Participation Plan
- Requires that FDOT, the CareerSource Heartland, and the TPO be advised of all public meetings where the TDP is presented and discussed, and that these entities be given the opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and 10-year implementation program.
- Requires the estimation of the community's demand for transit service (10-year annual projections) using the planning tools provided by FDOT or a demand estimation technique approved by FDOT.

Exhibit A

SCOPE OF SERVICES

The following scope of services describes the tasks and resulting deliverables that will be necessary to complete the development TDP. To leverage the internal resources and local knowledge, many elements of the planning process will be, or have been completed by HRTPO staff. Below is a table outlining the requirements of a TDP, identifying the responsible entity:

Task	Responsible Entity
Baseline Conditions Assessment	HRTPO Staff
Existing Service/Performance Evaluation Section	HRTPO Staff
Public Involvement Section	HRTPO Staff
Situation Appraisal Section	HRTPO Staff
TDP Goals and Objectives	HRTPO Staff
Transit Demand Assessment	Consultant
Transit Needs Development and Evaluation Section	Consultant
10-Year Service and Financial Plan	Consultant
Plan Coordination and Implementation	HRTPO Staff

The tasks to be completed by the Consultant are outlined below in the remainder of this scope of services. The Consultant will document the Demand Analysis, Alternatives Evaluation, and 10-Year Service/Financial Plan sections of the TDP based on the analysis undertaken in the prior tasks in Word format for incorporation into the draft TDP report by HRTPO staff.

Task 1: Transit Demand Assessment

- Quantify the mobility needs and develop transit demand estimates for the study area, with a focus on the existing demand for transit services and the level and type of unmet mobility needs within the community.
- The use of mathematical/statistical processes also is encouraged to develop indices/indicators to help identify and prioritize areas with higher demand.
- Estimation for future transit ridership for various service options using TBEST or approved alternate ridership forecasting technique.

Task 2: Transit Needs Development and Evaluation Section

- Develop and evaluate strategies and actions for achieving the community's goals and objectives, including the benefits and costs of each alternative.
- Financial alternatives, including options for new or dedicated revenue sources, shall be examined.

Task 3: 10-Year Service and Financial Plan

- Based on the transit alternatives produced in the prior task, the Consultant will update the governance and operating structure evaluation in the prior TDP. The Consultant will prepare the 10-year implementation plan and supporting financial plan, including:
 - Identify policies and strategies for achieving the community's goals and objectives and present a ten-year program for their implementation.
 - The ten-year program shall include: maps indicating areas to be served and the type and level of service to be provided, a monitoring program to track performance measures, a ten-year

financial plan listing operating and capital expenses, a capital acquisition or construction schedule, and anticipated revenues by source.

- The implementation program shall include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.

Exhibit B
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

1. Proposals must be received by May 22, 2024 at 3:00 p.m. EST at the office of the Heartland Regional Transportation Planning Organization by: Shannon McPherson; Heartland Regional Transportation Planning Organization, 555 East Church Street, Bartow, FL 33830-3931. The outside of the envelope or box containing the proposal must be marked " HRTPO-04-24 Transit Development Plan Technical Support". If the proposal is being hand delivered or mailed, the submittal should include one unbound original in a sealed envelope. Proposals may also be e-mailed with the Subject Line "#04-24-1 Transit Development Plan Technical Support Proposal" to: smcpherson@cfrpc.org
2. The HRTPO will not accept responsibility for proposals that are not marked and submitted in this manner. Proposals are to remain in effect for ninety (90) calendar days from date of submission. The HRTPO reserves the right to reject any or all proposals, to waive any formality concerning proposals or negotiate changes to the proposals whenever such rejection or waiver or negotiation is in the best interest of the HRTPO and the transportation disadvantaged.
3. Questions should be addressed in writing via email to smcpherson@cfrpc.org no later than May 8, 2024. Responses shall be in writing. Responses to questions shall be provided to all persons who have requested a copy of this RFP and will be posted on www.heartlandregionaltpo.org website.
4. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
5. The issuance of this request for proposals constitutes an invitation to present proposals from qualified and experienced proposers. The HRTPO reserves the right to determine, in its sole discretion, whether any aspect of the statement of proposal satisfactorily meets the criteria established in this request for proposal, the right to seek clarification from any proposer or proposer's submitting proposals, and the right to reject any or all responses with or without cause. The HRTPO also reserves the right to modify the scope to be considered for this project. In the event that this request for proposals is withdrawn by the HRTPO, or that the HRTPO does not proceed for any reason, including but not limited to the failure to occur of any of those findings or events set forth herein, the HRTPO shall have no liability to any proposer for any costs or expenses incurred in connection with the preparation and submittal of this request for proposals or otherwise.
6. Proposer's and their agents who intend to submit a proposal for these services are hereby placed on formal notice that they are not to contact members of the HRTPO, nor its staff members outside of regular public meetings. Such prohibited conduct may include meetings outside of those specifically scheduled by the HRTPO for negotiations, including meetings of introduction, meetings related to the selection process, dinners, lunches or any other actions that may be interpreted as potentially influencing the results of this process. Failure to comply with this requirement shall result in immediate disqualification of such firm by the HRTPO from further consideration of this proposal.
7. As required by Section 287.133, (2) (a), Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity.
8. Ignorance of conditions or difficulties that may exist prior to the proposal opening or of conditions or difficulties that may be encountered in the execution of the work pursuant to this proposal package as a result of failure to make the necessary examinations and investigations, shall not excuse performance, or lack thereof, by the successful proposer, and the successful proposer shall fulfill in every detail, all of

the requirements of the proposal package documents and attachments thereof. Likewise, ignorance of preexisting conditions or difficulties, or conditions or difficulties encountered in the execution of the work pursuant to this proposal package, shall not support any claims whatsoever for extra compensation or for any extension of time.

8. The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods. These records shall be maintained for five (5) years after completion of the project and shall be readily available to the Florida Commission for the Transportation Disadvantaged personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
9. Each proposer shall be responsible for reading and completely understanding the requirements and specifications contained herein. **The deadline for submission of proposals will be strictly adhered to.** Late proposals will be returned unopened with the notation, "This proposal was received after the delivery time designated for receipt and opening in the legal notice."
10. It is the responsibility of the proposer to prepare the proposal as clearly as possible in order to avoid any misinterpretation of the information presented. Proposals will be reviewed and evaluated solely on the basis of the information contained therein. ***Modifications or changes cannot be made to the proposals after they are opened.***
11. Inquiries about this Request for Proposals may be made in writing to smcpherson@cfrpc.org. Inquiries received by phone, mail, text, or facsimile will not be responded to.
12. Proposers responding to this request shall bear all costs and expenses associated with its preparation. No claims shall be submitted to the HRTPO for preparation or presentation of proposals.
13. All proposals shall be signed by an authorized corporate officer, principal or partner.
14. Award shall be made to the proposer whose qualifications and response shall be determined to be most advantageous to the HRTPO and in the best interest of the service area and State of Florida. In accordance with applicable regulations, proposals and presentations from potential firms will be evaluated based on the following criteria:
 - Quality of the Proposal document including firm's background
 - Project team's demonstrated understanding of the outlined tasks in the Scope of Work
 - Qualifications/experience/expertise of Key Personnel with Transit Feasibility Studies
 - Project approach to the Scope of Services and any recommended changes to the proposed Scope of Services
 - Accessibility and ease of communication and collaboration
 - Proposed costs and expenses including proposed staffing plan, man-hours and staffing costs
 - Proposed schedule to complete the Scope of Work
 - Positive references for project team from previous similar contracts
 - Statement of affirmative action and nondiscrimination policies (DBE/MBE)

In the event that two potential firms have identical scores, ranking will be prioritized based on:

1. Certified minority business enterprise status
2. The earliest completion date of proposed project schedule

15. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
16. By submission of this Proposal, the undersigned, as proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.
17. Submission of a signed Proposal is the proposer's certification that the proposer will accept any awards made to them as a result of said submission of the terms contained therein.
18. Proposers taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Proposal. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.
19. Should the contractor be found to have failed to perform his services in a manner satisfactory to the HRTPO as per Specification, the HRTPO may terminate this Agreement immediately for cause; further the HRTPO may terminate this Agreement for convenience with a seven (7) day written notice. The HRTPO shall be sole judge of non- performance.
20. The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the HRTPO.
21. All costs accruing from a Proposal or an award challenged as to quality, etc. (tests, etc.) shall be assumed by the challenger.
22. The right is reserved by the HRTPO to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the HRTPO to accept the proposal(s) which in the judgment of the HRTPO is/are deemed the most advantageous for the public.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful proposer, or his refusal to enter into contract with the HRTPO, the HRTPO reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

23. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, or subcontractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Exhibit C

CONSULTANT SERVICES AGREEMENT

This agreement is entered into between the Heartland Regional Transportation Planning Organization (hereafter the HRTPO) and _____ (hereafter the CONSULTANT). The Parties agree as follows:

1. APPROVAL:

In accordance with the applicable federal and Florida laws and regulations, the CONSULTANT has been selected by the HRTPO to provide consultant services to the HRTPO to support development a 10 – Year Transit Development Plan (TDP) for Highlands County including the Sebring-Avon Park Urbanized Area.

2. COMPLIANCE WITH LAWS:

The CONSULTANT shall comply with all federal, state and local laws, rules and regulations applicable to the fulfillment of this Agreement. The CONSULTANT shall comply with all FTA requirements, a copy of which is attached hereto as Attachment A.

3. SCOPE OF SERVICES:

The CONSULTANT shall provide services as set forth in the Scope of Services (Attachment __). All services provided by the CONSULTANT shall be of high professional quality, generally acceptable in the industry. The CONSULTANT shall be paid for its services as set forth in the Scope of Services under this Agreement. If the HRTPO and the CONSULTANT agree to any change in the Scope of Services, the Scope will be modified in writing as an amendment to this Agreement to reflect the change and all other terms shall remain in effect.

The CONSULTANT shall be reimbursed for eligible and approved costs incurred in the performance of work hereunder through the submittal of properly prepared invoices on a monthly basis. Each invoice shall contain sufficient detail to satisfy audit review standards and pertinent requirements as set forth in this Agreement, using the following format for all invoices:

- a. Name of CONSULTANT
- b. Name of Project
- c. Name of Specific Service
- d. Amount of Invoice
- e. Invoice Time Period
- f. Invoices will be based upon percent complete without regard to the hours or costs incurred.
- g. Signature of the project manager or authorized representative of the CONSULTANT attesting to the accuracy of the invoice and that the services and costs were duly incurred and are reimbursable pursuant to the terms of this Agreement.
- h. Invoice must be received by the HRTPO no later than fifteen (15) days after the close of the month during which the CONSULTANT expects reimbursement. Any invoices submitted after such date will be processed during the next month.

A monthly Progress Report containing a description of services and work performed shall be

provided to the HRTPO by the CONSULTANT.

The HRTPO agrees to undertake a timely review of each invoice, and to determine whether the invoice meets all the format requirements set forth above to make it acceptable for processing and payment. Unacceptable invoices shall be promptly returned to the CONSULTANT, along with an explanation of unacceptability and additional required information necessary for approval and processing. The HRTPO reserves the right to withhold the processing of any invoice, or portion thereof, until all the required invoice format information set forth above has been provided.

The HRTPO's ability to pay under this Agreement is contingent upon the receipt of funds from the Florida Department of Transportation (FDOT). The HRTPO shall diligently seek to obtain the necessary funds in an expeditious manner. The HRTPO shall not be responsible for payment of funds that are not recovered from FDOT.

4. INSURANCE:

The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering the CONSULTANT's liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the HRTPO with a copy of a Certificate of Insurance naming the HRTPO as a certificate holder (*NOTE: or alternate language used by your insurance carrier*) on the Automobile Liability, General Liability and Professional Liability insurance coverage and shall receive fifteen (15) days written notice of cancellation of insurance.

- a. Comprehensive Automobile Liability Insurance. \$300,000 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- b. Commercial General Liability. \$500,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

- c. Workers Compensation. The CONSULTANT shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Failure to meet the insurance coverage requirements shall result in immediate termination of this Agreement. CONSULTANT shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and sub-contractors while performing services under this Agreement.

5. STOP WORK ORDER:

A Stop Work Order may be issued by the HRTPO as a directive to the CONSULTANT to cease work on an immediate basis, and shall be effective upon receipt of the Stop Work Order by the CONSULTANT. Services performed after the receipt of a Stop Work Order may be determined by the HRTPO to be an ineligible cost and excluded from payment. A Stop Work Order may be issued as considered necessary by the HRTPO for such circumstances as withdrawals of grant funds, requested delays and/or schedule changes by HUD, for cause, or other factors which do not require continued CONSULTANT involvement or services.

6. COMMENCEMENT OF WORK:

The CONSULTANT fully understands and agrees that the HRTPO shall not be responsible for, or pay for any obligation or expenditure made by the CONSULTANT prior to the execution of this Agreement. The executed Agreement shall serve as a written "notice to proceed" issued by the HRTPO.

7. STATUS OF INDEPENDENT CONTRACTOR:

The CONSULTANT is an independent contractor and is not an employee or agent of the HRTPO. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent CONSULTANT between the HRTPO and the CONSULTANT, its employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

8. NOTICES:

All notices, requests, consents, demands and other communications required or which any party desires to give shall be in writing and addressed as follows:

CONSULTANT:

HRTPO:

Heartland Regional Transportation Planning
Organization
555 East Church Street
Bartow, FL 33830

9. NONTRANSFER OF RIGHTS AND OBLIGATIONS:

The CONSULTANT shall not assign, delegate, or otherwise transfer its rights or obligations as set forth in this Agreement without the prior written consent of the HRTPO.

10. RECORDS RETENTION:

The CONSULTANT shall maintain records of all accounts, invoices for reimbursable expenses, books, accounting procedures and practices, and supporting documentation for any research or

reports, for a period of five (5) years from the date of final payment under this Agreement. Such records are subject to the provisions of Chapter 119, Florida Statutes. Such records shall be sufficient to permit a proper audit in accordance with generally accepted accounting principles and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for performance under this Agreement. Such records as are necessary to fully document, explain, define or justify data, technical criteria or standards, recommendations and reports (oral or written) prepared and/or submitted by the CONSULTANT shall also be maintained by the CONSULTANT according to the terms and conditions of this section of the Agreement.

11. EXAMINATION OF RECORDS:

The HRTPO, FDOT, FTA, the Inspector General or their designated agents shall have the right to examine all books, records, documents, papers and other data of the CONSULTANT related to negotiation, pricing or performance of activities under the terms of this Agreement, changes, or modifications for the purpose of determining and/or evaluating the accuracy, completeness and currency of the cost or pricing data submitted, along with the computations and projections used therein. Such examinations shall include inspection during typical weekday work hours upon reasonable prior notice.

12. OWNERSHIP AND COPYRIGHT OWNERSHIP:

All reports and work products (to include but not be limited to reports, plans, maps, drawings, sketches, tracings, estimates, specifications, diagrams, designs, calculation formulas, graphs, tables, computer programs, computer tapes/disks) produced and other data gathered by the CONSULTANT for the purpose of fulfilling contractual requirements under the terms of this Agreement shall become the sole property of the HRTPO and any copyright shall become the exclusive property of the HRTPO. FDOT and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which a Subgrantee or a contractor purchases ownership with award funds.

13. COMPENSATION:

Compensation shall be in accordance with the Project Budget (Attachment __). Any optional services shall be approved as an amendment to this Agreement. In the event this Agreement is terminated by either party, before the end of the grant, the HRTPO shall be obligated to pay only for the services provided by the CONSULTANT up to the date of the termination notice.

14. TERMINATION

The HRTPO may terminate the Contract, in whole or in part, at any time, and for any reason by written notice to the CONSULTANT when it is in the best interest of the HRTPO. Additional Termination provisions can be found in section 1.01.12, Termination, of the General Provisions Document (Attachment A to this Agreement).

Services performed after termination may be determined by the HRTPO to be an ineligible cost and excluded from payment.

15. DISCLAIMER LIABILITY:

The CONSULTANT hereby agrees to indemnify, defend, save, and hold harmless the HRTPO from any and all claims, demands, judgments, liabilities, and suits arising out of, because of, or due to the negligent performance of this Agreement by the CONSULTANT, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal and out-of-pocket expenses.

16. NO CONFLICT:

During the term of this Agreement, the CONSULTANT will not accept any work which could place the CONSULTANT in a position reasonably and directly adverse to the interests of the HRTPO without receiving the permission of the HRTPO'S Staff Services Director. In no event, however, will this provision be interpreted to mean that CONSULTANT shall not be able to render consulting services of the same type as it renders to the HRTPO under this Agreement to other parties that are in the same line of business as the HRTPO or could be deemed competitors of the HRTPO, unless some other direct conflict of interest is present in the relationship.

17. DEFAULTS AND DISPUTES

In the event either party defaults under the terms of this Agreement, or the parties have disputes regarding the terms or performance provided for by this Agreement, said defaults or disputes shall be resolved by the Division of Administrative Hearings, State of Florida. The party prevailing in said Administrative Action as determined by the Administrative Law Judge, shall be paid reasonable attorney's fees and costs incurred in the Administrative Hearing process by the other party.

18. TERM OF AGREEMENT:

This Agreement shall remain in effect through _____.

If the CONSULTANT and the HRTPO have executed another agreement for services, this Agreement is not intended to replace or modify such other agreement or agreements.

AGREED TO THIS ____ DAY OF _____, 2024.

CONSULTANT NAME

HEARTLAND REGIONAL TRANSPORTATION
PLANNING ORGANIZATION
Staff Services Director

WITNESS

HRTPO Attorney

WITNESS

Attachment A: APPLICABLE FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g); 2 C.F.R. § 200.337; 49 C.F.R. part 18.42

Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

49 CFR Part 18.30

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.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

In accordance with 49 CFR Part 26.21, and the FDOT DBE Program Plan, DBE participation on FHWA-assisted contracts must be achieved through race-neutral methods. 'Race neutral' means that the MPO can likely achieve the overall DBE goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the MPO is committed to supporting the identification and use of DBEs and other small businesses and

encourages all reasonable efforts to do so. Furthermore, the MPO recommends the use of certified DBE's listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting <http://www.fdot.gov/equalopportunity/serviceproviders.shtml> or calling 850-414-4750.

Consistent with 49 CFR 26.13(b), the contractor, subrecipient 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

- Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
- An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- Certified by another agency approved by the AGENCY.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
- An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
- An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements,
2. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
3. Written notification to DBE's encouraging participation in the proposed Contract; and
4. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- The names, addresses, and telephone numbers of DBE's that were contacted;
- A description of the information provided to targeted DBE's regarding the specifications and bid proposals for
- portions of the work;
- Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the AGENCY. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offer is committed to a minimum of 10.65% DBE utilization on this contract.

The Bidder/Offeror (if unable to meet the DBE goal of 10.65 %) is committed to a minimum of .01% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

- Name and Address
- Contact Name and Telephone Number Participation Percent (Of Total Contract Value)
- Description Of Work To Be Performed
- Race and Gender of Firm subcontracting opportunities, appropriate certification, will be addressed in a timely fashion)

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1E or subsequent revisions

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 HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION requests which would cause HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION, to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR 200.216

Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

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

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);

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

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

For reasons relating to regional stability or surreptitious listening;

Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Department from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Department any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Department on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at

paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Department immediately.

SEAT BELT USE Master Agreement 34(a); EO 13043

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

DISTRACTED DRIVING Master Agreement 34(b); EO 13513

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

TERMINATION

49 U.S.C. Part 18.44 ; FTA Circular 4220.1E (15)(b) or subsequent revisions

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY’s best interest. 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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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 is 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, HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION 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 HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION 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 HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION.
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. In addition to all remedies available to the Federal Government, HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION may pursue available remedies including suspension and/or debarment.

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, HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION 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.

Date _____

Print Name of Authorized Official _____

Title _____

Signature of Authorized Official _____

Company Name _____

Company Address _____

NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC. FTA Master Agreement 39(b); 2 CFR 180.220 and 1200.220

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, 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 this 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to the above two clauses each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PATENT AND RIGHTS IN DATA

37 CFR Part 401; 49 CFR Parts 18 and 19

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. 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 FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. A. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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.

No Obligation by the Federal Government.

Contractor and HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION, 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.

Fly America Requirements

Definitions. As used in this clause-- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: _____.

Prompt Payment

This Agreement is subject to the Florida Prompt Payment Act, s. 218.70, Florida Statutes, as amended by this Agreement.

In compliance with 49 CFR Section 26.29, the CONSULTANT as a prime contractor agrees to pay its sub-contractors no later than 30 days from receipt of each payment made by the HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION pursuant to this Agreement to the CONSULTANT. Within not more than thirty (30) days after the subcontractor's work is satisfactorily completed, the CONSULTANT shall make full and prompt payment to its sub-contractors of any retainage held by the CONSULTANT for proper completion of the subcontractor's work. A subcontractor's work is "satisfactorily completed" when all the tasks called for in the subcontract have been accomplished and documented as required by the HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION. When the TPO has made an incremental acceptance of a portion of this Agreement involving the full and complete work of the subcontractor, the work of the subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause, with the HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION's prior written approval.