

Request for Qualifications: Polk County Adaptation Plan For Central Florida Regional Planning Council

Background:

The Central Florida Regional Planning Council (CFRPC) seeks qualified firms to complete the Polk County Adaptation Plan consistent with the Florida Adaptation Planning Guidebook and Resilient Florida Legislation. The selected consultant will assess flood risks through advanced mapping and vulnerability analyses. Community engagement will be a critical component of this project to ensure the adaptation plan aligns with local needs and priorities. The CFRPC is committed to diversity in its employees and consultants and therefore encourages qualified minority and disadvantaged firms to apply.

Areas of Expertise:

Adaptation Planning, Adaptation Strategies, GIS, Resiliency, Resilient Florida Legislation, Vulnerability Assessment, Flood Risk Assessment, Community Engagement

Submissions:

Interested consultants should request a Qualifications Package via email to Shannon McPherson at smcpherson@cfrpc.org, or download a Qualifications Package from the CFRPC website www.cfrpc.org. A complete package of items specified in the Qualifications Package should be mailed or delivered to:

Attention: Shannon McPherson
Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830-3931

All submissions must be received in the Council's offices by Wednesday, January 22, 2025, 4:00 p.m. EST.

Questions:

Questions should be addressed in writing via email to Shannon McPherson at smcpherson@cfrpc.org no later than 4:00 PM on January 6, 2025. Responses to questions shall be posted on www.cfrpc.org website after January 5, 2025 at the earliest opportunity to provide same.

No questions regarding this RFQ may be directed to CFRPC Board members or CFRPC staff members other than the above designee. Violation of this prohibition may result in the disqualification of the consultant from further consideration. This RFQ is not a bid request, nor a request for a full proposal. The Council reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFQ, terminate, restructure or amend this procurement process at any time.

Scope of Work:

POLK COUNTY ADAPTION PLAN

PROJECT TITLE: Polk County Adaptation Plan

PROJECT LOCATION: The Project is in Polk County, Florida.

PROJECT DESCRIPTION:

The Consultant will complete the Polk County Adaptation Plan (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Consultant will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Consultant will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Consultant will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Draft Adaptation Needs and Strategies

Description: The Consultant will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Consultant will provide the following:

- **2.1:** A draft AP.

Task 3: Community Prioritization of Adaptation Needs

Description: The Consultant will conduct up to two public meetings to develop a prioritization of adaptation needs for the community. The Consultant will present the draft AP that includes the following:

assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Consultant will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Consultant will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Final Adaptation Plan

Description: The Consultant will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation

Deliverables: The Consultant will provide the following:

- **4.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 5: Public Presentations

Description: The Consultant will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation during at least two public meetings. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Consultant will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Consultant will provide the following:

- **5.1:** Meeting agendas to include location, date, and time of meeting;
- **5.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);

- **5.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **5.4:** A copy of the file or weblink of the video(s) or audio recording(s) from the meeting, if applicable; and
- **5.5:** A summary report(s) including attendee input and meeting outcomes

Task	Task Title	Task Deliverables	Task Due Date
1	Kick Off Meeting	1.1: Meeting agenda to include location, date, and time of meeting; 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation; 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; 1.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and 1.5: A summary report including attendee input and meeting outcomes.	3/7/2025
2	Draft Adaptation Needs and Strategies	2.1: A draft AP.	4/4/2025
3	Community Prioritization of Adaptation Needs	3.1: Meeting agendas to include location, date, and time of meeting; 3.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 3.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 3.5: A summary report including attendee input and meeting outcomes.	6/27/2025
4	Final Adaptation Plan	4.1: A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.	1/9/2026
5	Public Presentations	5.1: Meeting agendas to include location, date, and time of meeting; 5.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 5.3: A copy of the	1/30/2026

		<p>presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 5.4: A copy of the file or weblink of the video(s) or audio recording(s) from the meeting, if applicable; and 5.5: A summary report(s) including attendee input and meeting outcomes.</p>	
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Qualifications Package:

A complete submission of the Qualifications Package shall contain three (3) bound copies and a PDF of the full document. All pages shall be single sided. Include sub-consultant team members in package, noting the firm’s name and any special status, such, as MBE or DBE.

The following items shall be included in each package:

1. Name of company, address, telephone and fax numbers, contact person and email address. A list of the specialties for which the consultant is qualified, and the specific staff person(s) tied to said specialties. (1 page maximum)
2. Information on the history of the firm (1 page maximum)
3. A list of recent relevant experience including project or contract name, client, address, telephone number and contact person, including email address, for reference. Include description of experience with the specific specialty as well as the staff person(s) who performed the task(s). (4 pages maximum)
4. A project team summary of each staff person, specialty, education, number of years experience and office location. (1 page maximum)
5. A resume for each team member not to exceed two (2) pages each.
6. Statement of affirmative action and non-discrimination policies. (2 page maximum)
7. Statement of ability to provide the State of Florida’s “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion”. (1 page maximum)
8. Statement of ability to comply with General Terms and Conditions; and Special Terms and Conditions; or a list of exceptions – exceptions are strongly discouraged as they may not be accepted.

Excluded: General marketing material is to be excluded from the package, but each submission may list website addresses where this information is clearly visible.

Evaluation Criteria:

The award of an agreement shall be made to the responsible Consultant whose proposal is determined to be most qualified and advantageous to the CFRPC. Proposals will be evaluated according to the following criteria and respective weight.

	Maximum Points
Firm Qualifications (Qualifications of the firm; number of years firm has been in business; reference/past performance; current workloads)	35
Experience and Qualification of Assigned Staff (Adequacy of staffing plan, staff's experience, qualifications and technical capabilities)	35
Approach to Scope of Work (Understanding the scope of work and knowledge of the County and surrounding area, ability to comply with the full scope of work, method of approach)	35
Price Proposal (Must be provided)	105 POINTS

GENERAL TERMS AND CONDITIONS

1. **ADDENDA.** If the CFRPC finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the CFRPC will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.

2. **PROPOSER REPRESENTATIONS.** It is the responsibility of each Proposer before submitting a Proposal to:
 - A. examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal Documents;
 - B. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - C. agree that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price Proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents;
 - D. promptly give the CFRPC written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the CFRPC is acceptable to Proposer;
 - E. determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - F. agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal

Documents, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

- 3. ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.
- 4. INTERVIEWS.** The CFRPC reserves the right to short list Respondents and conduct interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process.
- 5. RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 6. RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFP will become the property of the CFRPC and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CFRPC.
- 7. RESPONSE WITHDRAWAL.** Respondents may withdraw their responses by notifying the CFRPC Administrative Director in writing at any time prior to the scheduled opening. Respondents may withdraw their responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the CFRPC and will not be returned to the Respondents.
- 8. RETENTION OF RESPONSE.** The CFRPC reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that Respondent is selected.
- 9. REQUESTS FOR INFORMATION/CLARIFICATION.** The CFRPC, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate responses. The CFRPC has made efforts to provide accurate and complete information in this RFP. The CFRPC shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email prior to deadline indicated in Section 2, of this RFP.
- 10. IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the CFRPC. The CFRPC reserves the right to waive any irregularities in the request process, to reject any or all responses, reject a response which is in any way incomplete or irregular, re-bid the entire

solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFP will not be considered.

- A. The CFRPC reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the CFRPC and whose responses are considered by the CFRPC to be the most responsive and qualified Respondent whose response meets the requirements and criteria set forth in this RFP. Notwithstanding, the CFRPC may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
- B. The CFRPC reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the CFRPC reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
- C. Respondents shall furnish additional information as the CFRPC may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The CFRPC reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

11. RESPONSE/PRESENTATION COSTS. The CFRPC shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

12. LATE SUBMISSIONS. Responses received after the noted due date and time will not be considered or evaluated. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The CFRPC shall not be responsible for responses received after the submittal deadline and encourages early submittal.

13. COMPLETENESS. All information required by this RFP must be supplied to constitute an acceptable and complete response.

14. PERMITS, TAXES, LICENSES. The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

15. LAWS, ORDINANCES. The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

16. APPROPRIATIONS CLAUSE. By submitting a Proposal, the Respondent certifies that he/she understands that the CFRPC is subject to the appropriation of funds in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The CFRPC will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

- 17. IDENTIFICATION CARD.** Respondent agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the CFRPC for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.
- 18. MINORITY BUSINESS ENTERPRISE.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the CFRPC hereby notifies all prospective Respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.
- 19. DISABILITY.** The CFRPC does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on page one of this document at least twenty-four (24) hours in advance of the activity to request accommodations.
- 20. NON-DISCRIMINATION.** The contract awarded as a result of this Request for Proposals will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
- 21. UNAUTHORIZED ALIENS.** The CFRPC will consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.
- 22. TERMINATION.** A contract may be terminated in whole or in part by the CFRPC at any time and for any reason in accordance with this clause, whenever the CFRPC determines, in its sole discretion that such termination is in the best interests of the CFRPC. A Notice of Termination will be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.
- 23. FOREIGN COUNTRY OF CONCERN.** Pursuant to section 286.101, Florida Statutes, Respondent shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled

entity that is the source or interest holder. Respondent represents that within one (1) year before proposing any contract to the CFRPC, Respondent provided a copy of such disclosure to the Florida Department of Financial Services.

24. SCRUTINIZED COMPANIES. Pursuant to section 287.135, Florida Statutes, Respondent certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal. Notwithstanding anything contained in this RFP to the contrary, the CFRPC may terminate any awarded contract immediately for cause if: (1) Respondent is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Respondent is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Respondent is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the CFRPC at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

25. PUBLIC RECORDS. Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the CFRPC in connection with Responses shall become property of the CFRPC and shall be deemed to be public records subject to public inspection.

26. INSURANCE. The Respondent shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering the Respondent’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 CFRPC with a copy of a Certificate of Insurance naming the CFRPC as a certificate holder (*NOTE: or alternate language used by your insurance carrier*) on the 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 Respondent shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

d. Cyber Liability Insurance shall be required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security. \$500,000 per occurrence.

If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

e. Property Insurance: Respondent will be responsible for all damage to its own property, equipment, and/or materials.

27. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, Respondent hereby agrees to indemnify, defend, and hold harmless the CFRPC, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions Respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of Respondent and/or its consultant, subcontractors, agents, or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Respondent agrees to indemnify, defend, save and hold harmless the CFRPC, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

28. ERRORS AND OMISSIONS: The Respondent to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. With respect to the performance of Work by sub-consultants and Subcontractors, the Respondent shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

SPECIAL TERMS AND CONDITIONS – FEDERAL ASSISTANCE

These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith. The term “Contractor” shall have the same meaning as defined in the agreement to this solicitation.

1. No obligation by the federal government.

The Contractor acknowledges and agrees 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 County, 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. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

A. 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 Federally 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.

B. 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, 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.

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

3. Access to Records

A. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the CFRPC, the Administrator for Federal funds, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is

receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the CFRPC, the Federal grant administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. Federal Changes

The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the CFRPC and applicable Federal Department, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

5. Nondiscrimination

- A. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, 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 addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Government may issue.
- B. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, 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. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.
- C. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, 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 that the Federal Government may issue.

- D. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.
- E. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

6. Access Requirements for Individuals with Disabilities

- A. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:
 - 1. US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
 - 2. US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
 - 3. US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
 - 4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
 - 5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
 - 6. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
 - 7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
 - 8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
 - 9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

7. CLEAN AIR AND WATER ACT

A. Definitions:

- 1. "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 *et seq.*).
- 2. "Clean air standards," as used in this clause, means:

- a) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
 - b) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
 - c) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or
 - d) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].
3. "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
 4. "Compliance," as used in this clause, means compliance with:
 - a) Clean air or water standards; or
 - b) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
 5. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.
 6. "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

B. The Contractor agrees:

1. To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
3. To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION- NONCONSTRUCTION

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.
- C. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- D. Payrolls and Basic Records. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- E. The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

F. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

It is the policy of the CFRPC and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

10. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

11. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. NOTICE OF FEDERAL REQUIREMENTS

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

13. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

14. RESTRICTIONS ON LOBBYING

The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

For agreements funded in whole or part by the FTA, these provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CFRPC requests which would cause the CFRPC to be in violation of the FTA terms and conditions.

16. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. BUY AMERICA PROVISION

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in this solicitation.

18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- A. 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.
- B. 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.
- C. By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CFRPC. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CFRPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19. FALSE CLAIMS ACT – PROMPT NOTIFICATION

- A. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the CFRPC, and the CFRPC will promptly notify FTA Chief Counsel and FTA Regional Counsel for the Region in which the CFRPC is located. The Contractor shall include a similar notification requirement in its third party agreements and include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
- B. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the CFRPC, and the CFRPC will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or

Regional Counsel, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the Contractor and/or the CFRPC and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the CFRPC or Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

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

- A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. 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).
1. Telecommunications or video surveillance services provided by such entities or using such equipment.
 2. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered

communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

21. TERMINATION.

The Contract may be terminated with or without cause in accordance with the provisions below.

- A. Termination for Convenience: For and in consideration of \$10.00, if THE CFRPC determines that it is in its best interest to do so, the CFRPC may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If the CFRPC terminates the Contract pursuant to this subsection, Contractor shall promptly submit to the CFRPC its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to the CFRPC in its possession, Contractor shall account for the same and dispose of it as directed by the CFRPC.
- B. Termination for Default: the CFRPC may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the CFRPC may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the CFRPC's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by the CFRPC for cause under this Section, Contractor shall be liable for all expenses incurred by the CFRPC in reprocurring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the CFRPC from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the CFRPC fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the CFRPC and give the CFRPC thirty (30) days written notice to cure the alleged breach. If the CFRPC cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.
- C. If it is later determined by the CFRPC that the Contractor's failure to perform is a result of Force Majeure, the CFRPC may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph 19(a) above.
- D. In the event the CFRPC, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, the CFRPC shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to the CFRPC.

