

**NASSAU COUNTY AGREEMENT/CONTRACT NO.: 202429****FUNDING AGREEMENT BETWEEN NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE JACKSONVILLE TRANSPORTATION AUTHORITY**

This Funding Agreement (“Agreement”) is dated effective as of the 1st day of November, 2024, between Nassau County Board of County Commissioners, a political subdivision of the State of Florida, whose principal business address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (“BOCC”) and Jacksonville Transportation Authority, a body politic and corporate created pursuant to Part II, Chapter 349, Florida Statutes, whose principal business address is 100 LaVilla Center Drive, Jacksonville, Florida 32204 (“JTA”).

**RECITALS**

**WHEREAS**, JTA is a public transportation agency that provides various mass transportation services throughout Duval County, Florida, including the design and construction of bridges and highways, express and regular bus service, community shuttles, a downtown Skyway monorail, a trolley service, a Game Day Xpress for various sporting events, paratransit service for the disabled and elderly, and ride request on demand services; and

**WHEREAS**, JTA’s mission is to improve Northeast Florida’s economy, environment and quality of life by providing safe, reliable, efficient and sustainable multimodal transportation services and facilities; and

**WHEREAS**, in 2024, the Northeast Florida Regional Council, published a Request for Proposals for the Community Transportation Coordinator for Nassau County (“County”); and

**WHEREAS**, JTA submitted its proposal, was selected by the Northeast Florida Regional Council, and confirmed by the Nassau Local Coordinating Board and the Florida Commission for the Transportation Disadvantaged to become the Community Transportation Coordinator for Nassau County; and

**WHEREAS**, the State of Florida has established the Florida Commission for the Transportation Disadvantaged to contract with transportation coordinators in each county/service area for the coordination of transportation services for older adults, persons with disabilities, persons of low income and children at risk; and

**WHEREAS**, JTA has entered into a separate Memorandum of Agreement with the State of Florida Commission for the Transportation Disadvantaged, identified as Contract # TD2484 (the “State MOU”) attached hereto as **Exhibit C** and incorporated herein, under which JTA has the responsibility of administering, implementing, and providing the Transportation Disadvantaged Program in Nassau County; and

**WHEREAS**, in administering the Transportation Disadvantaged Program and other transportation services, JTA receives part of its funding for such purposes from the Federal and State Governments, and part from local sources within Nassau County; and

**WHEREAS**, in fiscal year 2023/2024, Nassau County and JTA undertook a study referred to as the Nassau County Transit Study to better understand the needs of commuters in the study area, provide an update to the 2015 Nassau County Transit Study, develop a recommended service framework, and develop a short and mid-range action plan (“Transit Study”); and

**WHEREAS**, upon approval by the BOCC, the parties anticipate the services being modified and implemented based upon the recommendations and findings in the Transit Study; and

**WHEREAS**, the transportation services to residents of Nassau County provided by JTA are properly a public purpose and concern of the BOCC; and

**WHEREAS**, providing financial assistance to JTA serves a public purpose sufficient to justify the expenditure of BOCC funds and resources; and

**WHEREAS**, the parties desire to enter into this Agreement to address the continued funding of these transportation services provided by JTA to residents of Nassau County.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, BOCC and JTA do mutually agree as follows:

**1. Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein by reference.

**2. Term.** The term of this Agreement shall commence on November 1, 2024 and continue for a term of four (4) years and eight (8) months, through June 30, 2029 (the “Term”). The parties intend for the Term of this Agreement to match the term of the State MOU, which is based on the State of Florida’s fiscal calendar and ends annually on June 30. The first year of the Term of this Agreement shall be eight (8) months and end on June 30, 2025, and then each year of the Term thereafter shall be twelve (12) months.

**3. Transportation Services.** During the term of this Agreement, JTA shall continue to provide transportation services to residents of Nassau County to include the following: Transportation Disadvantaged Program and Nassau Express Select (together, the “Transportation Services”). The parties will evaluate the service performance of these Transportation Services on an on-going basis. The parties may modify or make changes to the Transportation Services provided under this Agreement upon mutual written agreement of the parties. These modifications or changes may include, but are not limited to, revised schedules, routes, stops, maintenance, and record keeping/reporting requirements. Should any modification or change have a financial impact on the cost of operations, an equitable adjustment in the rates of compensation will be negotiated and agreed to.

**4. BOCC Funding and Grants.** JTA’s estimated total anticipated costs over the Term for Transportation Services, Operations & Maintenance, and Facilities are set forth in **Exhibit A** (providing a cost estimate summary for the Term) and **Exhibit B** (providing a breakdown of the cost estimate summary for each year of the Term), which are attached hereto



and incorporated herein. The BOCC agrees to provide local match funding to JTA in a **total amount not to exceed \$1,336,063.17** during the Term of this Agreement. This BOCC total not-to-exceed amount has been allocated by the parties into the Transportation Services, Operations & Maintenance, and Facilities categories as set forth below. Any amount(s) not spent in a respective Transportation Service or other category identified herein, may be reallocated to a different Transportation Service or category upon written approval by JTA and the County Manager on behalf of the BOCC. The BOCC total not-to-exceed amount does not include the funds to purchase vehicles addressed in paragraph 8, below.

A. JTA understands that BOCC funding under this Agreement is contingent upon separate grant funding, and where feasible, JTA will pursue grant funding to support the Transportation Services, Operations & Maintenance, and Facilities necessary to support the Transportation Services delivered to Nassau County. The BOCC is responsible for all required grant match costs for grants secured during the term of this Agreement. Before pursuing any grants with a local match obligation from the BOCC, JTA will coordinate with the County Manager for approval. JTA shall be responsible for managing any such grants, including the application, award, execution, compliance, oversight, billing, and close-out of grants.

5. **Funding of Transportation Services.** JTA shall use the funds approved by the BOCC identified herein to administer, implement, and provide the Transportation Services.

A. **Transportation Disadvantaged Program.** The BOCC, in consideration of JTA's activities in providing essential services to the disadvantaged of Nassau County, agrees to pay to JTA, on a cash reimbursement basis for services rendered in connection with the Transportation Disadvantaged Program (which includes Paratransit), an amount not to exceed the required local match for the annual allocation of the Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant during the Term of this Agreement. The portion of the BOCC total not-to-exceed amount identified in paragraph 4 that is allocated as a local match for the Transportation Disadvantaged Program is a **not-to-exceed amount of \$379,212.00** during the Term of this Agreement. JTA shall not invoice the BOCC for any costs in excess of the not-to-exceed amount identified in this paragraph 5.A. without separate written approval by the County Manager.

i. The Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Agreement is attached hereto as **Exhibit D**, and incorporated herein.

B. **Nassau Express Select.** The BOCC, in consideration of JTA providing commuter bus service between Nassau County and the Jacksonville Regional Transportation Center at LaVilla (JRTC) in downtown Jacksonville, as further described in **Exhibit E**, agrees to reimburse JTA for services rendered based on the following overall costs and credits:

i. The BOCC will pay JTA the actual costs of the service provided in the County based on JTA's records of all actual costs associated with performance of the services associated with the Nassau Express Select.

ii. The cost of services charged to the BOCC will be based on the actual hours incurred by the Nassau Express Select service in Nassau County. The rate will be based on current audited JTA financial data and any modifications to the rate must be mutually agreed and set forth in writing between the parties and made a part of this Agreement.

iii. The Nassau Express Select service is currently being funded by the Florida Department of Transportation for \$160,000 at 100% funding, requiring no local match. This grant will fund the Nassau Express Select through September 2025.

iv. JTA will coordinate with the Florida Department of Transportation to secure grant funding to support the continued operation of the Nassau Express Select service beyond September 2025. Should grant funding not cover the total cost of the service at 100%, then the BOCC will be responsible for the requisite share of funding allocated to the local match. JTA shall inform the County Manager when and if grant funding is not sufficient to cover the total cost of the service for the subsequent fiscal year.

v. The portion of the BOCC total not-to-exceed amount identified in paragraph 4 that is allocated for Nassau Express Select is an amount **not to exceed \$0.00** during the Term of this Agreement. JTA shall not invoice the BOCC for any costs in excess of the not-to-exceed amount identified in this paragraph 5.B.iii. without separate written approval by the County Manager.

vi. JTA will credit the County for fares collected on the route in same proportion as costs are charged according to provision 5.B.ii. JTA will be responsible for collecting and depositing all passenger fares collected onboard the vehicles.

vii. The parties may modify this paragraph 5 and **Exhibit E** from time to time when mutually agreed upon in writing.

**6. Operations & Maintenance.** JTA shall use the funds approved by the BOCC identified herein to operate and maintain the Transportation Services identified in this Agreement. This category includes vehicle maintenance, towing, fuel, insurance, and other miscellaneous operating expenses necessary to perform the Transportation Services at a standard acceptable by the parties. The portion of the BOCC total not-to-exceed amount identified in paragraph 4 that is allocated for Operations and Maintenance is an amount **not to exceed \$798,303** during the Term of this Agreement.

A. **Maintenance.** During the Term of this Agreement, JTA shall provide, and the BOCC shall reimburse JTA for, all minor vehicle preventative maintenance associated with the Transportation Services. Payment will be made by the BOCC to JTA in monthly installments upon presentation of an invoice by JTA which allocates the monthly installments across the various Transportation Services, provided services are delivered.



JTA shall not invoice the BOCC for any costs in excess of the not-to-exceed amount identified in paragraph 6 without separate written approval by the County Manager.

B. **Operations.** During the Term of this Agreement, JTA will provide fuel for transportation vehicles at the actual cost of the fuel to be reimbursed monthly by the BOCC. Payment will be made by the County to JTA in monthly installments upon presentation of an invoice by JTA which allocates the monthly installments across the various Transportation Services provided services are delivered. JTA shall not invoice the BOCC for any costs in excess of the not-to-exceed amount identified in paragraph 6 without separate written approval by the County Manager.

7. **Facilities.** JTA shall use the funds approved by the BOCC identified herein to retain and maintain the facilities necessary to deliver the Transportation Services identified in this Agreement.

A. During the term of this Agreement, JTA will be responsible for the maintenance and upkeep of all facilities necessary to deliver the Transportation Services. This category includes leases, utilities, communications, supplies, security, and facility upkeep and maintenance not already included in specific lease contracts. The portion of the BOCC total not-to-exceed amount identified in paragraph 4 that is allocated for Facilities is an amount **not to exceed \$158,549** during the Term of this Agreement. JTA shall not invoice the BOCC for any costs in excess of the not-to-exceed amount identified in paragraph 7 without separate written approval by the County Manager.

8. **Vehicle Purchases.** During the term of this Agreement, JTA may require the purchase of new vehicles to support the Transportation Services outlined herein. JTA will coordinate with the BOCC prior to pursuing grant funding for vehicle purchases.

A. During the term of this Agreement, the parties acknowledge that certain vehicles/replacement vehicles that are used to provide the Transportation Services will be purchased. For vehicles purchased by JTA utilizing grant funds, the County agrees to pay ten percent (10%) of the purchase price for each such vehicle purchased by JTA as set forth herein. JTA shall look for grant opportunities to assist with the purchase of these vehicles. Prior to the purchase of any vehicle, JTA shall provide to the County for its review and approval, a purchase request that includes the vehicle information and details, purchase amount, what grant(s) will be utilized towards the purchase, amount of the grant funding, and any additional information the County may request. Upon the County's written approval of the purchase request which may be approved by the appropriate signatory on behalf of the County, JTA will move forward with the purchase of the vehicle. Once the vehicle is built, JTA will submit an invoice to the County for ten percent (10%) of the total purchase price for the vehicle along with any additional information that may be requested by the County to support the purchase of the vehicle. JTA will hold title to the vehicles purchased in accordance with this provision.

9. **Payment Procedures.** Payments are to be made by the BOCC to JTA upon presentation of an invoice submitted to the Paying Agent identified herein no more than once per month based on the services performed in accordance with the terms set forth herein. Invoices

must include the following information: (a) period of the services covered by the invoice, (b) total amount of payment requested broken into categories for Transportation Services and JTA services, and (c) identification of the services performed. JTA shall supply the appropriate backup documentation to support the payment request, including copies of actual invoices paid by JTA. Invoices shall be submitted by Email to the Nassau County Director of Office of Management & Budget at [clacambra@nassaucountyfl.com](mailto:clacambra@nassaucountyfl.com) and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) ("Paying Agent"). All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than twenty-five (25) days from receipt of proper invoice.

**10. Reporting.** JTA shall furnish the BOCC with a certified copy of its fiscal audits, ending September 30, within fifteen (15) days of such audit's completion. JTA shall maintain an authentic copy of the monthly fiscal and quarterly programmatic reports rendered by JTA as part of its responsibility as recipient of the funds identified in this Agreement. These copies will be made available to the BOCC upon request. JTA shall also provide ridership information and all other associated data for submittal to the National Transit Database.

**11. Appropriated Funds.** JTA acknowledges that, for FY24/25 BOCC fiscal year, a limited amount of funds **not to exceed \$396,135** are appropriated in the budget during the first year of the Term to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the BOCC is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Nothing in this Agreement shall obligate the BOCC to JTA to expand appropriations or to enter into any other contract or other obligation.

**12. Compliance with Regulations.**

A. This Agreement and the use of transit vehicles and all services provided by JTA contemplated by this Agreement are subject to and shall be in accordance with the terms and conditions of any grant agreement(s) between the respective parties, and the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT), should they provide funds for the provision of the services. This Agreement is subject to all applicable federal, state, local, and other governmental laws, rules or regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

B. FTA's Required Clauses for FTA Assisted Contracts are attached hereto as **Exhibit F** and made a part hereof.

C. In performance of the Transportation Services, JTA shall comply with all terms and conditions of this Agreement and all federal, state, local laws, regulations, codes, ordinances, policies and procedures applicable to the services provided under this Agreement. JTA shall also comply with its performance standards including, but not limited to, training standards and bus operator standards specified by Chapter 341.061, Florida Statutes, and Chapter 14-90, Florida Administrative Code.

**13. Vehicles and Bus Operators.** JTA shall provide a sufficient number of vehicles and bus operators to provide the Transportation Services set forth in this Agreement and must include spare vehicles to allow for routing, servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences. Vehicles shall be in good working condition. Each vehicle shall comply with the Americans with Disabilities Act (ADA) guidelines for accessibility.

**14. Use of JTA Vehicles and Bus Operators during an Emergency.**

A. JTA understands and acknowledges that during a local state of emergency (LSE), disaster scenario, and/or large-scale evacuations (collectively referred to as "Emergency"), the BOCC and its Emergency Management Department may need to utilize JTA vehicles and personnel during such an Emergency to enhance the existing life and property saving services provided to the residents of Nassau County. The parties acknowledge that the JTA vehicles that are assigned to Nassau County as part of the Transportation Services will be the vehicles provided by JTA to Nassau County during an Emergency.

B. Subject to applicable laws, rules, and JTA policies and procedures, JTA vehicles and personnel/staff and associated equipment and resources shall be made available to assist Nassau County during an Emergency.

C. In the event of such an Emergency, the Nassau County Director of Emergency Management or designee may request assistance under this Agreement on behalf of the BOCC from JTA whenever the Director of Emergency Management or designee deems it necessary to make such a request. The request for assistance must include a description of the assistance needed, quantity of JTA vehicles, personnel/staff, equipment, and/or resources being requested, and the expected length of time that the assistance is needed. Upon receipt of a request for assistance, JTA will immediately assess its resources and determine if it can provide some or all of the requested assistance and shall inform Nassau County. In providing such information, JTA shall communicate to Nassau County the following: (1) description and quantity of the vehicles, personnel/staff, equipment, and resources it has available, (2) an estimate of the time such vehicles, personnel/staff, equipment, and resources will continue to be available, and (3) an estimate of the time it will take to deliver and/or make available such vehicles, personnel/staff, equipment, and resources.

D. If assistance can be provided, JTA shall provide a liaison in the Nassau County Emergency Operations Center (EOC) if the EOC is activated during such Emergency in order to support operations during the Emergency.

E. In the event JTA provides assistance during an Emergency, the BOCC shall reimburse JTA for its costs incurred in providing such assistance. JTA shall submit an invoice to the BOCC as soon as practicable, but no later than thirty (30) days after the assistance has been performed. All documentation, time records, payment, costs, and itemized/detailed records must be provided by JTA in compliance with FEMA guidelines for proper reimbursement. In addition, all invoices for reimbursement shall be submitted in detail sufficient for a proper preaudit and post audit thereof. JTA agrees to provide the



BOCC with all necessary documentation in its control or possession to enable the BOCC to be reimbursed from other sources.

F. The provisions in this paragraph are not intended, and shall not be construed, to deprive a party in any way of its jurisdictional powers, nor is it the intent of the parties to combine their individual and separate agencies into a single agency or district to provide the Emergency services contemplated herein.

G. This paragraph shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, a purpose of which is to provide aid and assistance in the event of a major or catastrophic disaster.

**15. Indemnification.** Subject to the provisions of Section 768.28 Florida Statutes, which provisions are not expanded, altered or waived beyond the statutory limits contained therein, each party shall indemnify and hold harmless the other party and its board, officers, agents, and employees, from all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees (and other reasonable legal costs such as those for paralegal, investigative, legal support and the actual costs incurred for expert witness testimony), to the extent caused in whole or in part by the acts, errors, omissions, negligence, recklessness, or willful misconduct of the party, one of its contractors, any persons or entities directly or indirectly employed or utilized by the party, or anyone for whose acts they may be liable, in the performance of this Agreement.

**16. Sovereign Immunity.** Both the BOCC and JTA are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein shall be construed to extend the liabilities of either party beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.

**17. Vehicle Insurance.** JTA shall maintain throughout the term of this Agreement and during any renewal or extension terms of this Agreement and shall deliver to the BOCC's Risk Management Department by Email at [riskmanagement@nassaucountyfl.com](mailto:riskmanagement@nassaucountyfl.com), a Certificate of Insurance showing a minimum liability insurance coverage for each vehicle used to provide service under this Agreement pursuant to Section 768.28, Florida Statutes, as it may be amended from time to time.

**18. Default and Termination.**

A. **Default by JTA.** If JTA fails to satisfactorily perform the Transportation Services in a timely manner; fails to provide vehicles and/or personnel to perform the Transportation Services; fails to comply with applicable rules, laws and regulations; or whenever JTA ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of this Agreement, the BOCC may consider JTA to be in default and may assert a default claim by giving JTA a written Notice of Default. Except for a default by JTA for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, JTA shall have fifteen (15) days after receipt of the Notice of Default to either cure the default or, if the default is not curable

within fifteen (15) days, provide a written cure plan to the BOCC describing how and when the default will be cured. JTA will begin implementing the cure plan immediately after receipt of notice by the BOCC that it approves the plan. If JTA fails to cure or the BOCC does not approve the cure plan, then the BOCC may terminate this Agreement for cause.

**B. Termination for Cause.** Upon the failure or inability of JTA to cure the default as provided above, unless otherwise agreed in writing, the BOCC may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Manager to JTA. If it is determined that JTA was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of JTA), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

**C. Termination for Convenience.** Either party may terminate this Agreement without cause upon one hundred eighty (180) days written Notice of Termination to the other party. Such written Notice of Termination may be obtained from the County Manager on behalf of the BOCC or by the JTA. In the event of any such termination, JTA shall be paid by the BOCC for all services rendered up to receipt of the notice of termination, and thereafter until the date of termination BOCC JTA shall be paid only for such services as is specifically authorized in writing by the BOCC.

**D. Termination Due to Lack of Funding.** In the event funds to finance all or a portion of this Agreement are not available, the parties may mutually terminate this Agreement with no less than one hundred eighty (180) days written Notice of Termination. Such written Notice of Termination may be obtained from the County Manager on behalf of the BOCC or by the JTA.

**19. Public Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the BOCC or the JTA. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

**20. Taxes.** In that the BOCC is a governmental agency exempt from sales and use taxes, the BOCC shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The BOCC shall provide proof of its exempt status upon reasonable request.

**21. Scrutinized Companies Certification.** In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that JTA is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business

operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the BOCC shall have the option of terminating this Agreement if JTA is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

22. **E-Verify Requirement.** Pursuant to Section 448.095, Florida Statutes, JTA shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by JTA during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide JTA with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, JTA must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the BOCC shall have the option of terminating this Agreement at its discretion.

23. **No Joint Venture.** Both JTA and the BOCC acknowledge and agree that this Agreement represents an expression of intent to form a definitive agreement between the parties and nothing in this Agreement should be construed as creating a partnership, joint venture or other legal entity.

24. **Independent Contractors.** JTA is an independent contractor to the BOCC in provision of the services under this Agreement. The parties and their personnel are not joint employers, employees, agents, partners, or representatives of the other. Each party is responsible, where necessary, to obtain, at its sole cost, workers' compensation insurance, disability benefits insurance, and any other insurances that may be required for it or its employees by law.

25. **Amendments.** This Agreement may be modified or amended by the parties only upon mutual written agreement of the BOCC and JTA.

26. **Remedies.** The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

27. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Nassau County, Florida.

28. **Attorneys' Fees.** In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or



regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's and JTA's liability beyond the limits established in Section 768.28, Florida Statutes.

**29. No Third-Party Beneficiaries.** Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

**30. Assignment.** Neither party has a right to assign its rights and obligations under this Agreement.

**31. Further Assurances.** Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

**32. Waiver.** No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

**33. Severability.** If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**34. Headings.** The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

**35. Entire Agreement.** It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties, or other understandings affecting the same.

**36. Authority.** The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute legal and binding obligation of such party.

**List of Exhibits:**

- Exhibit A Cost Estimate Summary
- Exhibit B Breakdown of Cost Estimates Per Year
- Exhibit C Memorandum of Agreement between JTA and State of Florida Commission for the Transportation Disadvantaged, Contract # TD2484
- Exhibit D Florida Commission for the Transportation Disadvantaged Trip & Equipment Grant Agreement
- Exhibit E Nassau Express Select Transportation Services Description
- Exhibit F Federal Transit Administration's Required Clauses for FTA Assisted Contracts

(Signatures follow on next page)

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement effective as of the first date and year set forth above.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

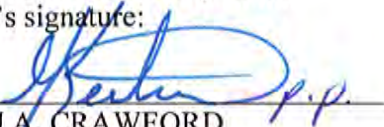


By: John F. Martin, MBA

Its: Chairman

Date: 12/18/2024

Attest as to authenticity of the  
Chair's signature:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney:



DENISE C. MAY, ESQ.

**JACKSONVILLE TRANSPORTATION  
AUTHORITY**

By: Nathaniel P. Ford, Sr.

Title: Chief Executive Officer

Date: \_\_\_\_\_

Jacksonville Transportation Authority  
Approved to Form:

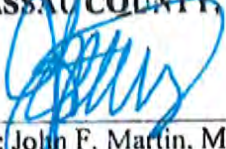
By: Cleveland Ferguson, III

Title: EVP/Chief Administrative Officer



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement effective as of the first date and year set forth above.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
By: John F. Martin, MBA  
Its: Chairman  
Date: 12/18/2024


Attest as to authenticity of the  
Chair's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney:

  
DENISE C. MAY, ESQ.

**JACKSONVILLE TRANSPORTATION  
AUTHORITY**

  
By: Nathaniel P. Ford, Sr.  
Title: Chief Executive Officer  
Date: 12-19-24

Jacksonville Transportation Authority  
Approved to Form:

  
By: Cleveland Ferguson, III  
Title: EVP/Chief Administrative Officer

**EXHIBIT A**

**Cost Estimate Summary**

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EXHIBIT A

Year 1			
October 1, 2024 - June 30, 2025			
9 Months			
Category	Total	Local Match (Nassau County)	Grant Funds
Transportation Disadvantaged	\$ (558,600.00)	\$ 55,860.00	\$ 502,740.00
Nassau Express Select	\$ (112,000.83)	\$ -	\$ 112,000.83
Operations & Maintenance	\$ (196,785.26)	\$ 146,692.63	\$ 98,392.63
Facilities	\$ (199,823.60)	\$ 50,913.61	\$ 148,909.99
<b>Total</b>	<b>\$ (1,067,209.69)</b>	<b>\$ 253,466.23</b>	<b>\$ 862,043.45</b>

Total Costs by Category (Agreement Term)			
Category	Total Cost	Local Match (Nassau County)	Grant Funds
Transportation Disadvantaged	\$ (3,792,115)	\$ 379,212	\$ 3,412,904
Nassau Express Select	\$ (951,265)	\$ -	\$ 951,265
Operations & Maintenance	\$ (1,500,006)	\$ 798,303	\$ 750,003
Facilities	\$ (415,093)	\$ 158,549	\$ 256,545
<b>Total Costs</b>	<b>\$ (6,658,480.23)</b>	<b>\$ 1,336,063.17</b>	<b>\$ 5,370,717.06</b>

Year 2			
July 1, 2025 - June 30, 2026			
12 months			
Category	Total	Local Match (Nassau County)	Grant Funds
Transportation Disadvantaged	\$ (772,897.58)	\$ 77,289.76	\$ 695,607.82
Nassau Express Select	\$ (200,606.92)	\$ -	\$ 200,606.92
Operations & Maintenance	\$ (311,505.07)	\$ 155,752.53	\$ 155,752.53
Facilities	\$ (51,279.65)	\$ 25,639.83	\$ 25,639.83
<b>Total</b>	<b>\$ (1,336,289.22)</b>	<b>\$ 258,682.12</b>	<b>\$ 1,077,607.10</b>

Year 3			
July 1, 2026 - June 30, 2027			
12 months			
Category	Total	Local Match (Nassau County)	Grant Funds
Transportation Disadvantaged	\$ (796,084.51)	\$ 79,608.45	\$ 716,476.06
Nassau Express Select	\$ (206,625.13)	\$ -	\$ 206,625.13
Operations & Maintenance	\$ (320,850.22)	\$ 160,425.11	\$ 160,425.11
Facilities	\$ (53,320.51)	\$ 26,660.26	\$ 26,660.26
<b>Total</b>	<b>\$ (1,376,880.36)</b>	<b>\$ 266,693.82</b>	<b>\$ 1,110,186.55</b>

Year 4			
July 1, 2027 - June 30, 2028			
12 months			
Category	Total	Local Match (Nassau County)	Grant Funds
Transportation Disadvantaged	\$ (819,967.04)	\$ 81,996.70	\$ 737,970.34
Nassau Express Select	\$ (212,823.88)	\$ -	\$ 212,823.88
Operations & Maintenance	\$ (330,475.72)	\$ 165,237.86	\$ 165,237.86
Facilities	\$ (54,650.10)	\$ 27,325.05	\$ 27,325.05
<b>Total</b>	<b>\$ (1,417,916.75)</b>	<b>\$ 274,559.62</b>	<b>\$ 1,143,357.13</b>

Year 5			
July 1, 2028 - June 30, 2029			
12 months			
Category	Total	Local Match (Nassau County)	Grant Funds
Transportation Disadvantaged	\$ (844,566.05)	\$ 84,456.61	\$ 760,109.45
Nassau Express Select	\$ (219,208.60)	\$ -	\$ 219,208.60
Operations & Maintenance	\$ (340,390.00)	\$ 170,195.00	\$ 170,195.00
Facilities	\$ (56,019.57)	\$ 28,009.78	\$ 28,009.78
<b>Total</b>	<b>\$ (1,460,184.22)</b>	<b>\$ 282,661.39</b>	<b>\$ 1,177,522.83</b>



**EXHIBIT B**

**Breakdown of Cost Estimates Per Year**

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## EXHIBIT B - ANNUAL COST BREAKDOWN

## Year 1 (9 months)

Year 1	Cost	Local Funds	Grant Funds
Demand Response	\$ (558,600.00)	\$ 55,860.00	\$ 502,740.00
Nassau Express Select	\$ (112,000.83)	\$ -	\$ 112,000.83
Fernandinda Beach Facility Lease	\$ (0.75)	\$ 0.38	\$ 0.38
COA Hilliard Facility Lease	\$ (4,500.00)	\$ 2,250.00	\$ 2,250.00
Utilities Transit	\$ (2,655.99)	\$ 1,328.00	\$ 1,328.00
Communications Transit	\$ (20,297.61)	\$ 10,148.81	\$ 10,148.81
Supplies - Office Transit	\$ (9,041.94)	\$ 4,520.97	\$ 4,520.97
Security (CCTV & Fence)	\$ (163,327.31)	\$ 32,665.46	\$ 130,661.85
Fuel Transit	\$ (106,668.79)	\$ 53,334.39	\$ 53,334.39
Veh Maint/Rep - Parts & Labor	\$ (51,031.49)	\$ 73,815.74	\$ 25,515.74
Veh Maint/Rep - Tires	\$ (1,273.34)	\$ 636.67	\$ 636.67
Pest Control Transit	\$ (1,098.75)	\$ 549.38	\$ 549.38
Towing-Vehicles	\$ (832.50)	\$ 416.25	\$ 416.25
Veh Maint/Rep - Inspections	\$ (22,951.88)	\$ 11,475.94	\$ 11,475.94
Misc Expense Transit	\$ (553.51)	\$ 276.75	\$ 276.75
Radios	\$ (2,250.00)	\$ 1,125.00	\$ 1,125.00
Insurance	\$ (10,125.00)	\$ 5,062.50	\$ 5,062.50
<b>Total</b>	<b>\$ (1,067,209.69)</b>	<b>\$ 253,466.23</b>	<b>\$ 862,043.45</b>

## Year 2

Year 2	Cost	Local Funds	Grant Funds
Demand Response	\$ (772,897.58)	\$ 77,289.76	\$ 695,607.82
Nassau Express Select	\$ (200,606.92)	\$ -	\$ 200,606.92
Fernandinda Beach Facility Lease	\$ (1.00)	\$ 0.50	\$ 0.50
COA Hilliard Facility Lease	\$ (8,250.00)	\$ 4,125.00	\$ 4,125.00
Utilities Transit	\$ (2,735.67)	\$ 1,367.83	\$ 1,367.83
Communications Transit	\$ (27,875.38)	\$ 13,937.69	\$ 13,937.69
Supplies - Office Transit	\$ (12,417.60)	\$ 6,208.80	\$ 6,208.80
Security (CCTV & Fence)	\$ -	\$ -	\$ -
Fuel Transit	\$ (146,491.80)	\$ 73,245.90	\$ 73,245.90
Veh Maint/Rep - Parts & Labor	\$ (93,444.32)	\$ 46,722.16	\$ 46,722.16
Veh Maint/Rep - Tires	\$ (2,331.63)	\$ 1,165.82	\$ 1,165.82
Pest Control Transit	\$ (2,011.93)	\$ 1,005.97	\$ 1,005.97
Towing-Vehicles	\$ (1,524.40)	\$ 762.20	\$ 762.20
Veh Maint/Rep - Inspections	\$ (42,027.45)	\$ 21,013.72	\$ 21,013.72
Misc Expense Transit	\$ (1,013.53)	\$ 506.77	\$ 506.77
Radios	\$ (4,120.00)	\$ 2,060.00	\$ 2,060.00
Insurance	\$ (18,540.00)	\$ 9,270.00	\$ 9,270.00
<b>Total</b>	<b>\$ (1,336,289.22)</b>	<b>\$ 258,682.12</b>	<b>\$ 1,077,607.10</b>



**Year 3**

<b>Year 3</b>	<b>Cost</b>	<b>Local Funds</b>	<b>Grant Funds</b>
Demand Response	\$ (796,084.51)	\$ 79,608.45	\$ 716,476.06
Nassau Express Select	\$ (206,625.13)	\$ -	\$ 206,625.13
Fernandinda Beach Facility Lease	\$ (1.00)	\$ 0.50	\$ 0.50
COA Hilliard Facility Lease	\$ (9,000.00)	\$ 4,500.00	\$ 4,500.00
Utilities Transit	\$ (2,817.74)	\$ 1,408.87	\$ 1,408.87
Communications Transit	\$ (28,711.65)	\$ 14,355.82	\$ 14,355.82
Supplies - Office Transit	\$ (12,790.13)	\$ 6,395.06	\$ 6,395.06
Security (CCTV & Fence)	\$ -	\$ -	\$ -
Fuel Transit	\$ (150,886.56)	\$ 75,443.28	\$ 75,443.28
Veh Maint/Rep - Parts & Labor	\$ (96,247.65)	\$ 48,123.82	\$ 48,123.82
Veh Maint/Rep - Tires	\$ (2,401.58)	\$ 1,200.79	\$ 1,200.79
Pest Control Transit	\$ (2,072.29)	\$ 1,036.15	\$ 1,036.15
Towing-Vehicles	\$ (1,570.13)	\$ 785.07	\$ 785.07
Veh Maint/Rep - Inspections	\$ (43,288.27)	\$ 21,644.14	\$ 21,644.14
Misc Expense Transit	\$ (1,043.94)	\$ 521.97	\$ 521.97
Radios	\$ (4,243.60)	\$ 2,121.80	\$ 2,121.80
Insurance	\$ (19,096.20)	\$ 9,548.10	\$ 9,548.10
<b>Total</b>	<b>\$ (1,376,880.36)</b>	<b>\$ 266,693.82</b>	<b>\$ 1,110,186.55</b>

**Year 4**

<b>Year 4</b>	<b>Cost</b>	<b>Local Funds</b>	<b>Grant Funds</b>
Demand Response	\$ (819,967.04)	\$ 81,996.70	\$ 737,970.34
Nassau Express Select	\$ (212,823.88)	\$ -	\$ 212,823.88
Fernandinda Beach Facility Lease	\$ (1.00)	\$ 0.50	\$ 0.50
COA Hilliard Facility Lease	\$ (9,000.00)	\$ 4,500.00	\$ 4,500.00
Utilities Transit	\$ (2,902.27)	\$ 1,451.14	\$ 1,451.14
Communications Transit	\$ (29,573.00)	\$ 14,786.50	\$ 14,786.50
Supplies - Office Transit	\$ (13,173.83)	\$ 6,586.91	\$ 6,586.91
Security (CCTV & Fence)	\$ -	\$ -	\$ -
Fuel Transit	\$ (155,413.15)	\$ 77,706.58	\$ 77,706.58
Veh Maint/Rep - Parts & Labor	\$ (99,135.08)	\$ 49,567.54	\$ 49,567.54
Veh Maint/Rep - Tires	\$ (2,473.63)	\$ 1,236.81	\$ 1,236.81
Pest Control Transit	\$ (2,134.46)	\$ 1,067.23	\$ 1,067.23
Towing-Vehicles	\$ (1,617.24)	\$ 808.62	\$ 808.62
Veh Maint/Rep - Inspections	\$ (44,586.92)	\$ 22,293.46	\$ 22,293.46
Misc Expense Transit	\$ (1,075.26)	\$ 537.63	\$ 537.63
Radios	\$ (4,370.91)	\$ 2,185.45	\$ 2,185.45
Insurance	\$ (19,669.09)	\$ 9,834.54	\$ 9,834.54
<b>Total</b>	<b>\$ (1,417,916.75)</b>	<b>\$ 274,559.62</b>	<b>\$ 1,143,357.13</b>



**Year 5**

<b>Year 5</b>	<b>Cost</b>	<b>Local Funds</b>	<b>Grant Funds</b>
Demand Response	\$ (844,566.05)	\$ 84,456.61	\$ 760,109.45
Nassau Express Select	\$ (219,208.60)	\$ -	\$ 219,208.60
Fernandinda Beach Facility Lease	\$ (1.00)	\$ 0.50	\$ 0.50
COA Hilliard Facility Lease	\$ (9,000.00)	\$ 4,500.00	\$ 4,500.00
Utilities Transit	\$ (2,989.34)	\$ 1,494.67	\$ 1,494.67
Communications Transit	\$ (30,460.19)	\$ 15,230.09	\$ 15,230.09
Supplies - Office Transit	\$ (13,569.04)	\$ 6,784.52	\$ 6,784.52
Security (CCTV & Fence)	\$ -	\$ -	\$ -
Fuel Transit	\$ (160,075.55)	\$ 80,037.77	\$ 80,037.77
Veh Maint/Rep - Parts & Labor	\$ (102,109.13)	\$ 51,054.57	\$ 51,054.57
Veh Maint/Rep - Tires	\$ (2,547.84)	\$ 1,273.92	\$ 1,273.92
Pest Control Transit	\$ (2,198.49)	\$ 1,099.25	\$ 1,099.25
Towing-Vehicles	\$ (1,665.75)	\$ 832.88	\$ 832.88
Veh Maint/Rep - Inspections	\$ (45,924.53)	\$ 22,962.26	\$ 22,962.26
Misc Expense Transit	\$ (1,107.52)	\$ 553.76	\$ 553.76
Radios	\$ (4,502.04)	\$ 2,251.02	\$ 2,251.02
Insurance	\$ (20,259.16)	\$ 10,129.58	\$ 10,129.58
<b>Total</b>	<b>\$ (1,460,184.22)</b>	<b>\$ 282,661.39</b>	<b>\$ 1,177,522.83</b>

**EXHIBIT C**

**Memorandum of Agreement between JTA and State of Florida  
Commission for the Transportation Disadvantaged, Contract # TD2484**

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Contract # TD2484

Effective: 10/1/2024 to 6/30/2029

**STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and Jacksonville Transportation Authority, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203, the **COMMUNITY TRANSPORTATION COORDINATOR**, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of Nassau county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

**The Parties Agree:**

**I. The Coordinator Shall:**

- A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.**
- B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.**
- C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.**
- D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amount(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.**



**E. Accomplish this Project by:**

- 1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.**
- 2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.**
- 3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.**
- 4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.**
- 5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.**

**F. Comply with Audit and Record Keeping Requirements by:**

- 1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.**



2. **Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.**
  3. **Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.**
  4. **Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.**
  5. **Reporting accidents involving a vehicle operated within the coordinated transportation system in the coordinator's designated service area. Accidents involving a fatality or fatalities must be reported to the Commission not more than 24 hours after the community transportation coordinator becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Commission not more than 72 hours after the community transportation coordinator becomes aware of the accident. Copies of any accident report or reports prepared or received by the community transportation coordinator as a result of any accident must be sent to the Commission upon receipt or preparation of the report.**
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.**
- H. Comply with Safety Requirements by:**
1. **Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and**
  2. **Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.**
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the**



Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

K. Protect Civil Rights by:

1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing



herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
  - 1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
  - 2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.



3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

**P. Comply with other requirements as follows:**

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to



each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.
12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

**II. The Commission Shall:**

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

**III. The Coordinator and the Commission Further Agree:**

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
  1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.



E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450. The representative/position of the Coordinator responsible for administration of the program under this Agreement is: Superintendent of Transportation Connexion, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203 .

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on September 19, 2024.

[Signature]  
Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION  
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR  
THE TRANSPORTATION DISADVANTAGED:

Jacksonville Transportation Authority  
Agency Name

David Darm  
Printed Name of Authorized Individual

Nathaniel P. Ford Sr  
Printed Name of Authorized Individual

Signature: [Signature]

Signature: [Signature]

Title: Executive Director

Title: Chief Executive Officer

**EXHIBIT D**

**Florida Commission for the Transportation Disadvantaged  
Trip & Equipment Grant Agreement**

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SAMAS Approp.	<u>108846</u>	Fund	<u>TDTF</u>	FM/Job No(s).	<u>43202718401/43202818401</u>
SAMAS Obj.	<u>751000</u>	Function	<u>683</u>	CSFA No.	<u>55.001</u>
Org. Code	<u>55120000952</u>	Contract No.	<u>G3209</u>	Vendor No.	<u>59-6018367</u>

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Jacksonville Transportation Authority, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of an eligible transportation disadvantaged person's transportation costs, and/or capital equipment purchased for the provision of transportation services and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide trips and/or capital equipment to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant as further described in this Agreement and in Exhibits A, B, C, D and E attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a Grantee by any federal, state, or local governmental agency.

**2.00 Accomplishment of the Project:** The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.



**2.10 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.20 Funds of the Grantee:** The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

**2.30 Submission of Proceedings, Contracts and Other Documents and Products:** The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

**2.40 Incorporation by Reference:** The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$558,600.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

**4.00 Commission Participation:** The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$502,740.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

**4.10 Eligible Costs:** Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approved written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Trip & Equipment Grant Funds may also be used to purchase capital equipment used for the provision of transportation services to the transportation disadvantaged.

**4.20 Eligible Project Expenditures:** Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 14.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

**4.30 Project Funds:** In addition to other restrictions set out in this Trip & Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

**4.31 Transfer of Funds:** A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

**4.32 Use of Vehicles:** The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system and shall not be used by volunteer drivers or for the provision of commuter/van pool services.

**4.40 Front End Funding and Retainage:** Front end funding and retainage are not applicable.

## **5.00 Project Budget and Disbursement Schedule:**

**5.10 The Project Budget:** The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

**5.20 Schedule of Disbursements:** The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

## **6.00 Accounting Records, Audits and Insurance:**

**6.10 Establishment and Maintenance of Accounting Records:** The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

**6.20 Funds Received Or Made Available for The Project:** The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require



depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

**6.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

**6.40 Documentation of Project Costs and Claims for Reimbursement:** All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

**6.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

**6.60 Audits:**

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the

Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

- b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
  - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).



- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us	State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us
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- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFO or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, CFO or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

**6.70 Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

**6.80 Insurance:** The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

**6.81 Liability:** Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

**6.82 Collision:** Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

**6.83 Property Insurance:** The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

**6.84 Other Insurance:** The above required insurance will be primary to any other insurance coverage that may be applicable.

**7.00 Compensation and Payments:** In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

**7.10 File with the Commission for the Transportation Disadvantaged,** [FLCTDInvoice@dot.state.fl.us](mailto:FLCTDInvoice@dot.state.fl.us), its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

**7.11** Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

**7.12 Financial Consequence:** Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission, unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2025.



**7.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

**7.21 Misrepresentation:** The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

**7.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

**7.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

**7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

**7.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

**7.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

**7.30 Disallowed Costs:** In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit B.

**7.40 Invoices for Goods or Services:** Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2 and 69, Florida Administrative Code, and the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant is met.

**7.50 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally:** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

**8.20 Action Subsequent to Notice of Termination or Suspension:** Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

**8.30 Public Records:** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700  
[CTDOmbudsman@dot.state.fl.us](mailto:CTDOmbudsman@dot.state.fl.us)  
605 Suwannee Street, MS 49  
Tallahassee, Florida 32399



The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

**9.00 Remission of Project Account Upon Completion of Project:** Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

## **10.00 Contracts of the Grantee:**

**10.10 Third Party Agreements:** The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

**10.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

**10.30 Competitive Procurement:** Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 Equal Employment Opportunity:** In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. 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. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

**11.20 Title VI - Civil Rights Act of 1964:** The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

**11.30 Prohibited Interests:**

**11.31 Contracts or Purchases:** Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

**11.32 Business Conflicts:** Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in



which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

**11.33 Solicitations:** No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

**11.34 Former Employees - Contractual Services:** Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

**11.35 Former Employees - Consulting Services:** The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

**11.40 Non-discrimination of Persons With Disabilities:** The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

**11.50 Lobbying Prohibition:** No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem,

the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

**11.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

**11.70 Homeland Security:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at [www.dhs.gov](http://www.dhs.gov) to learn more about E-Verify.

## **12.00 Miscellaneous Provisions:**

**12.10 Environmental Pollution:** All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

**12.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

**12.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default



shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

**12.40 How Contract Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**12.50 Bonus and Commissions:** By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

**12.60 State or Territorial Law:** Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

**12.70 Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

**12.80 Purchased Vehicles or Equipment:**

**12.81 Maintenance of Purchased Vehicles or Equipment:** The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

**12.82 Utilization:** The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the transportation disadvantaged and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and

vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for nonpayment by the Commission as provided in Section 7.20.

**12.83 Disposal of Purchased Project Equipment:** Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

- a) When the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services to those who are transportation disadvantaged. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.
- b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life at which time the Commission will satisfy its lien of record.
- c) When a Grantee is no longer an eligible recipient of Trip & Equipment Grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

**12.84 Equivalency of Service:** In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.



**13.00 Contractual Indemnity:** It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

**14.00 Appropriation of Funds:** The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

**15.00 Period of Agreement:** The Grantee agrees to begin providing services on October 1, 2024, and to complete the Project on or before June 30, 2025. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided or equipment may have been received as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2025.

**16.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**17.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**18.00 Vendors and Subcontractors Rights:** Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

**19.00 Payment to Subcontractors:** Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors



and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.


**20.00 Modification:** This Agreement may not be changed or modified unless authorized in writing by both parties.

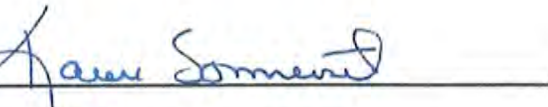
FM/JOB No(s). 43202718401/43202818401  
CONTRACT NO. G3209  
AGREEMENT DATE: October 1, 2024

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

**GRANTEE: JACKSONVILLE  
TRANSPORTATION AUTHORITY**

**COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

BY: 

BY:   
for

TITLE: CEO

TITLE: **Executive Director (Commission Designee)**

DATE: 10.4.24

DATE: 10/8/2024



FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3209
AGREEMENT DATE:	October 1, 2024

**EXHIBIT A  
PROJECT DESCRIPTION AND RESPONSIBILITIES  
TRIP/EQUIPMENT**

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Jacksonville Transportation Authority, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203.

**I. PROJECT LOCATION: Nassau County(ies)**

**II. PROJECT DESCRIPTION:** To purchase passenger trips and/or capital equipment so that transportation can be provided to eligible transportation disadvantaged individuals in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Capital equipment will consist of: None.

**III. DELIVERABLES:**

Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

Capital Equipment – In accordance with the Commission's invoice procedures, an invoice from the equipment vendor, a record of payment by the Grantee shall be submitted as part of the Grantee's invoice for reimbursement, unless Exhibit D applies. For vehicles purchases, a copy of the Application for Title reflecting the Commission as first Lien Holder is also required.

**IV. SPECIAL CONSIDERATIONS BY GRANTEE:** All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

**V. SPECIAL CONSIDERATIONS BY COMMISSION:** Not applicable.

FM/JOB No(s). 43202718401/43202818401  
 CONTRACT NO. G3209  
 AGREEMENT DATE: October 1, 2024

**EXHIBIT B  
 PROJECT BUDGET AND DISBURSEMENT SCHEDULE**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Jacksonville Transportation Authority, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203.

**I. PROJECT COST:**

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2025. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

TD Trust Fund Trips	\$	558,600.00	43202718401
Voluntary Dollars		.00	43202818401
<b>TOTAL</b>	\$	<b>558,600.00</b>	

**II. SOURCE OF FUNDS:**

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	\$502,740.00
Local Cash Match (10%)	\$55,860.00
Voluntary Dollar Contributions	\$ 0.00
Monetary Value of In-Kind Match for Voluntary Dollar Contributions	\$ 0.00
<b>Total Project Cost</b>	<b>\$558,600.00</b>

**III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS \$**

<u>FY 24/25</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>
Trips	\$ 0	\$ 0	\$ 0	\$55,860	\$55,860	\$55,860	\$55,860	\$55,860	\$55,860	\$55,860	\$55,860	\$55,860
Capital	0											





FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3209
AGREEMENT DATE:	October 1, 2024

**EXHIBIT C  
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Commission for the Transportation Disadvantaged/Florida Department of Transportation  
**State Project Title:** COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP & EQUIPMENT GRANT PROGRAM  
**CSFA Number:** 55.001  
**\*Award Amount:** \$502,740.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.001 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3209
AGREEMENT DATE:	October 1, 2024

**EXHIBIT D**  
**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**  
**Rural Communities/Rural Areas of Opportunity**

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Jacksonville Transportation Authority, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203.

Agreements providing federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as defined in Section 288.0656(2), F.S., is eligible for alternative advance payment, per Section 215.971(1)(h), F.S.

1. The amount of the Invoice submitted to the Commission for verified and eligible costs incurred by the Grantee or invoiced by the Grantee's contractor(s) and consultant(s) does not exceed the total amount of the costs incurred by the Grantee or invoice(s) received from the Grantee's contractor(s) or consultant(s).
2. All Invoices received from the Grantee clearly separate any cost(s) incurred by the Grantee and the Grantee's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All Invoices submitted to the Commission provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Grantee, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Grantee's Invoice.
4. The Grantee has certified, on each invoice, that the costs invoiced by the Grantee or the Grantee's contractor(s) and/or consultant(s) are valid and have been incurred by the Grantee or contractor(s) and/or consultant(s) in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Grantee includes Grantee's certification that all previously invoiced costs have been paid by the Grantee.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3209
AGREEMENT DATE:	October 1, 2024

**EXHIBIT E  
PROJECTS WITH NON-PROFIT ENTITIES**

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Jacksonville Transportation Authority, 100 N. Myrtle Avenue, Post Office Drawer "O", Jacksonville, Florida, 32203.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.
2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee’s website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission’s Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. “Officer” means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.
2. “Remuneration” means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
3. “State funds” means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

**COMPENSATION TO NON-PROFITS USING STATE FUNDS**

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency Agreement/Contract #/Invoice #: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
<b>Reimbursement Allowances</b>			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

**CERTIFICATION:** I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title:
Name:	Date:



## EXHIBIT E

### Nassau Express Select Transportation Services Description

Nassau Express Select Transportation Service consists of five trips connecting the Jacksonville Central Business District and Yulee in Nassau County. Specifically, the service will offer two trips from Yulee to Jacksonville in the morning and three afternoon/evening trips returning from Jacksonville to Yulee.

Trip origination will be at a Nassau Express Select bus shelter near Winn-Dixie in the Lofton Square Shopping Center in Yulee at Amelia Concourse and Florida State Road 200, or such other park-and-ride location designated by JTA in the vicinity of Chester Road State Road 200. JTA is responsible for finding a park-n-ride location and reaching any agreements necessary to operate service.

Trip destination will be the Jacksonville Regional Transportation Center at LaVilla (JRTC) in downtown Jacksonville. The trip between each location via I-95 is approximately 35 to 40 minutes, dependent on traffic.

The service will operate on all weekdays (Monday through Friday) except the major holidays of January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, and December 25. If any of these holidays falls on a weekend, the service will operate as normal on the preceding and following weekdays, even though these holidays may be publicly observed on those days.

The JTA will be responsible for creating the customer schedule, which may be reasonably updated by JTA based on the experience of the operation.

JTA is responsible for the following:

- Hiring, scheduling, and supervising of operators to perform the service in a way that ensures that all trips scheduled are performed on-time except for failures outside the control of JTA (e.g. weather or unusual traffic)
- Providing all operator equipment and uniforms
- Providing any dispatching necessary for the service and having operations personnel available to JTA for answering questions or concerns during operating hours
- Obtaining and providing vehicles necessary to provide the service
- Maintaining the vehicles according to the specifications of the manufacturer and ensuring the vehicles are cleaned and fueled at the beginning of each service
- Providing for a timely backup service in the event of a vehicle failure or collision should such an incident occur prior to or during a vehicle going into service
- Collecting or verifying fares for all passengers in accordance with JTA policies and instructions regarding fare collection

- Following all regulations and laws pertaining to the transport of passengers, ensuring all employees, contractors, and subcontractors are properly licensed
- Planning the route and customer timetable and creating customer information regarding the service
- Maintenance and control of all park-n-ride, station, and bus stop location served by the route
- Marketing the service
- Outfitting the vehicles with any technology systems for customers such as wi-fi and real-time passenger information
- Providing a customer service phone line and responding to any complaints and questions transmitted by phone, e-mail, social media or other method

JTA reserves the right to:

- Change the schedule, including adding additional service with 90-day notice to the BOCC
- Add additional similar routes to other locations in the Jacksonville metropolitan area
- Set and change the fares for the service. All fare changes will be communicated to the BOCC at least 30 days prior to implementation.

**EXHIBIT F**

**Federal Transit Administration's Required Clauses for FTA Assisted Contracts**

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		<b>TYPE OF PROCUREMENT</b>				
<b>CLAUSE</b>		<b>Professional Services/A&amp;E</b>	<b>Operations/Management/Subrecipients</b>	<b>Rolling Stock Purchase</b>	<b>Construction* (*See Note Below)</b>	<b>Materials &amp; Supplies</b>
12.	<u>Lobbying</u>	> \$100,000	> \$100,000	> \$100,000	> \$100,000	> \$100,000
13.	<u>Clean Air</u>	> \$150,000	> \$150,000	> \$150,000	> \$150,000	> \$150,000
14.	<u>Clean Water</u>	> \$150,000	> \$150,000	> \$150,000	> \$150,000	> \$150,000
15.	<u>Cargo Preference</u>			<i>Involving property that may be transported by ocean vessel</i>	<i>Involving property that may be transported by ocean vessel</i>	<i>Involving property that may be transported by ocean vessel</i>
16.	<u>Fly America</u>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>
17.	<u>Davis Bacon Act and Copeland Anti-Kickback Act</u>				> \$2,000 <i>(including ferry vessels)</i>	
18.	<u>Contract Work Hours &amp; Safety Standards Act</u>		<i>Contracts &gt; \$250,000 (transportation services excepted.)</i>	> \$250,000	> \$250,000 <i>(also ferries.)</i>	
19.	<u>Bonding</u>				> \$250,000	





<b>TYPE OF PROCUREMENT</b>					
<b>CLAUSE</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/ Management/ Subrecipients</b>	<b>Rolling Stock Purchase</b>	<b>Construction* (*See Note Below)</b>	<b>Materials &amp; Supplies</b>
25. <u>Patent Rights, and Rights in Data and Copyrights</u>	<i>Research &amp; development</i>				
26. <u>Special DOL EEO clause for construction projects</u>				>\$10,000	
27. <u>Disadvantaged Business Enterprises (DBEs)</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
28. <u>Recycled Products (Solid Wastes)</u>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per</i>
29. <u>ADA Access</u>	<i>A&amp;E</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
30. <u>Veterans Preference</u>				>\$150,000	
31. <u>Motor Carrier Safety</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
32. <u>Seat Belt Use and Distracted Driving</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
33. <u>Protection of Sensitive and Personally</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
<u>Identifiable Information</u>					
34. <u>Trafficking in Persons</u>	All	All	All	All	All
35. <u>Tax Liability and Recent Felony Convictions</u>	All	All	All	All	All
36. <u>Construction Site Safety</u>				all	
37. <u>Domestic Preferences for Procurements</u>	All	All	All	All	All
38. <u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>	All	All	All	All	All
39. <u>Bus Testing</u>			All, except minivans		
40. <u>Pre-Award and Post-Delivery Audit Requirements</u>			All		
41. <u>FTA Clauses Required when DBE threshold has been met</u>	If DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	DBE threshold has been met
42. <u>Conformance with ITS</u>	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects



CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
National Architecture					

## REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

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**These requirements do not apply to micro-purchases (\$10,000 or less), except that Davis-Bacon and Copeland Anti-Kickback Act requirements apply to contracts over \$2,000 for Construction, including Ferry Vessels.**

**Applicability data is found on the table above and with each clause below. Please review your specific funding source for additional applicability and requirements. Any updates to these clauses by the FTA not reflected here shall be considered in full force and effect.**

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### **1. No Federal Government Obligation to Third Parties.**

Authority - FTA Master Agreement (31) at Section 3(I)

Applicability - all contracts

Except as the Federal Government expressly consents in writing, the Authority and Contractor agrees that:

- (1) The Federal Government does not and shall not have any commitment or liability related to the Contract, to any Contractor or Subcontractor at any tier, or to any other person or entity that is not a party (FTA or the Authority) to the Contract; and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Contract, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Authority) to the Contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

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

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 CFR. Part 31, FTA Master Agreement (31) at Section 39(b).

Applicability - all contracts

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 CFR. 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.

*Notification to FTA.* If a current or prospective legal matter that may affect the Federal Government emerges, the Authority must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Authority is located. The Authority must include a similar notification requirement in its Contracts that must require each Contractor to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a part to litigation or legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

*Additional Notice to U.S. DOT Inspector General.* The Authority or Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Authority or Contractor has knowledge of potential fraud, waste, or abuse occurring on any 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 regardless of whether the project is related to this Contract or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Authority. 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 Authority or Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Authority, including divisions tasked with law enforcement or investigatory functions.

The Contractor agrees to include the above clauses in 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.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

### **3. Access to Records and Reports.**

Authority - 49 U.S.C. § 5325(g), 2 CFR. § 200.333 and 49 CFR. part 633, 49 CFR part 630, FTA Master Agreement (31) at Sections 8, 9, 16(s) and 38(b).

Applicability – all contracts

a. *Records.* 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 its Contract, and any Amendments, including but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records. The Contractor agrees that all records it submits to FTA will become federal agency records and may be subject to release in response to a FOIA request unless FTA in its sole discretion determines that a valid exemption under FOIA or other statute applies. Unless FTA explicitly states otherwise in writing, FTA does not make an assurance that it will keep private any records submitted to FTA. In addition, to the extent FTA requires, records include, but are not limited to:

(1) *Financial Records.* Accurate financial records in its accounts for its Contract and any Amendments thereto, including, but not limited to, records of:

- (i) *Assets Received that Implement the Contract.* The amount of all assets it receives to implement its Contract, and any Amendments thereto including, but not limited to all federal assistance of the value of any property the Federal Government provides that implements its Contract, and any Amendments thereto, and all other funds and the value of any property of services it has received from sources other than the Federal Governments provided or, accruing to, otherwise received on account of its Contract, and any Amendments thereto.

(ii) *Costs Incurred to Implement the Contract.* Information about the costs incurred to implement its Contract, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.

(iii) *Program Income.* All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.

(2) *Other Records Needed for Reports Related to the Award.* Sufficient records as needed to prepare adequate reports related to the Contract that it must submit to the Recipient.

(3) *Formats.* Formats for records must be satisfactory to Recipient and include, but are not limited to, electronic records, including any emails related to the Contract, records on paper, and records created in other formats.

(4) *Availability of Records Related to the Contract.* Accessibility for review and separation from other records not related to the Contract to the extent feasible must be maintained. Contractors at each tier will provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all records (at any tier) as required under 49 U.S.C. §5325(g); and

(2) Sufficient access to all contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the Contract as determined by the FTA.

b. *Reports.* The Contractor agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Contract, or at FTA's express direction in the number and format as FTA specifies.

c. *Data on Assaults on Transit Workers and Bus Impact Fatalities.* When applicable, the Contractor agrees to provide to the Recipient who agrees to report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions:

(1) Any data on assaults on transit workers of the Recipient; and

(2) Any data on fatalities that result from an impact with a bus.

d. *National Transit Database.* For each fiscal year the Authority receives or provides to any public transportation operation federal assistance appropriated or made available for 49 U.S.C. §5307 (including Passenger Ferry Grant Program) or any provision of 40 U.S.C. §5311 (including the Tribal Transit Program):

(1) *Reporting Requirements:* The Authority agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Contract, and any Amendments thereto:

(i) To facilitate compliance with 49 U.S.C. §5335(a), which authorizes the National Transit Database (NTD);

(ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;

(iii) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;

(iv) To report when required to the NTD in accordance with FTA regulations 49 CFR Part 630, "National Transit Database," and applicable FTA instructions:

(A) Any information relating to a transit asset inventory or condition assessment conducted by the Authority; and

(B) Such other information as FTA may require; and

(v) To comply with another applicable reporting regulations, and requirements, and

(vi) To follow FTA guidance.

(2) *Voluntary Compliance.* FTA encourages any Authority that is not required to provide information for the NTD, to provide that information voluntarily.

e. *Retention Period.* The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR. § 200.333 and U.S. DOT Common Rule. 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. Records pertaining to its Contract, and any



Amendments thereto must be retained from the day the Contract was signed by the authorized Recipient official through the course of the Contract, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

f. *Access to Records.* The Contractor agrees to provide sufficient access to the Recipient, the FTA and its contractors to inspect and audit records and information, including such records and information the Authority or its Contractor may regard as confidential or proprietary, related to performance of this Contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended. The Contractor further agrees to:

- (1) Provide at each tier, sufficient access to inspect and audit records and information, including such records and information, the Contractor or its subcontractors may regard as confidential and proprietary, related to its Contract, and any Amendments thereto to the Recipient;
- (2) Permit the Recipient to inspect all work and materials related to its Contract, and to audit any information related to its Contract under the control of the Contractor or Recipient within books, records, accounts, or other locations; and
- (3) Otherwise comply with 49 U.S.C. §5325(g), and federal access to records requirements as set forth in the application U.S. DOT Common Rules.

g. *Access to the Sites of Performance.* The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this Contract and to make site visits as needed in compliance with the U.S. DOT Common Rules, as reasonably may be required.

h. *Closeout.* Closeout of the Contract does not alter the record retention or access requirements of this section.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

#### 4. Federal Changes.

Authority – 49 CFR Part 18

Applicability – all contracts

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 Master Agreement between the Authority and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F as they may be amended or promulgated

from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**5. Civil Rights (Title VI, EEO, ADA).**

Authority – Appendix II to Part 200, FTA Master Agreement (31) at Section 12(b)-(d) and Section 16 (d)(3), FTA Best Procurement Practices Manual

Applicability - all contracts

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

1. **Nondiscrimination in Federal Public Transportation Programs.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will:

A. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identify), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

C. Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

2. **Nondiscrimination – Title VI of the Civil Rights Act.** The Contractor will:

A. Prohibit discrimination based on race, color, or nation origin;

B. Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

C. Follow:

(i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(ii) U.S. DOJ, “Guidelines of the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.3; and

(iii) All other applicable federal guidance that may be issued.

3. **Equal Employment Opportunity.**

(1) *Federal Requirements and Guidance.* The Contractor agrees to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;



(iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and

(vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Specifics*. The Contractor agrees to:

(i) *Affirmative Action*. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 CFR. chapter 60), take affirmative action that includes, but is not limited to:

(A) Recruitment advertising, recruitment, and employment;

(B) Rates of pay and other forms of compensation;

(C) Selection for training, including apprenticeship, and upgrading; and

(D) Transfers, demotions, layoffs, and terminations; but (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

(3) *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR. chapter 60; and

(ii) Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 CFR 1964-1965 Comp.,p.339), as amended by Executive Order NO. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed.Reg.14,303) and implementing regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal employment Opportunity, Department of Labor."

3. **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 CFR. 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 CFR. 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.

4. **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.

**Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

**6. Incorporation of Federal Transit Administration (FTA) Terms.**

Authority – FTA Master Agreement (31) at Section 3(i)(5)-(6)

Applicability - all contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.



Federal requirements that apply to the Authority or the Award, the FTA Master Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirement, or guidance, or changes in the FTA Master Agreement including any information incorporated by reference and made part of that FTA Master Agreement and applicable changes to those federal requirements will apply to each Contract and parties thereto at any tier.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**7. Energy Conservation.**

Authority - 42 U.S.C. 6321 et seq. and 49 CFR. Part 622, subpart C

Applicability - all contracts

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR. Part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**8. Termination Provisions.**

Authority - 2 CFR. § 200.339 and 2 CFR. Part 200, Appendix II (B), FTA Master Agreement (31) Section 16(d)(2)

Applicability – all contracts

For all contracts in excess of \$10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – none.

**9. Government-Wide Debarment and Suspension.**

Authority - 2 CFR. Part 180, 2 CFR. § 180.300, 2 CFR Part 1200, 2 CFR. § 200.213, 2 CFR. Part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement (31) at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over \$25,000



The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR, Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR, Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the JTA. If it is later determined by the JTA that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the JTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 CFR, Part 180, subpart C, as supplemented by 2 CFR, Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 CFR, Part 180, as supplemented by 2 CFR, Part 1200; and (b) pass the requirement to comply with subpart C of 2 CFR, Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**10. Buy America Requirements.**

Authority - 49 U.S.C. 5323(j),(u), 49 CFR, Part 661 (49 CFR. § 661.13(b) and 49 CFR. § 661.6), 2 CFR 184(a), FTA Master Agreement (31) at Sections 3(h), 15 (a)-(b), (e)-(f) and 16(d)(1) and, FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000. Work orders and small purchases of less than one hundred fifty thousand dollars

(\$150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The Contractor agrees to comply with the domestic procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 40 U.S.C. § 5323(j), which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR. § 661.11.

The Bidder/Proposer must submit to JTA the appropriate Buy America certification below with its Bid(s) or Proposal(s). Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The JTA presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The JTA reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In addition to the aforementioned Buy America Requirements, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58 that includes the Build America, Buy America Act ("the Act") Pub. L. No. 117-58, Div G, Title IX, §§ 70911-27 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Authority and Contractor acknowledges that this agreement is neither a waiver of §70914(a) nor a finding under § 70914(b). In accordance with 2 CFR §184.2(a), the Authority shall apply the standards of 49 CFR 661 to iron, steel, and manufactured projects. The Act, requires the following Buy America Act preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the

manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Definitions*

“Construction materials” include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.



“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

*Uniform Administrative Requirements.* Compliance with FTA’s “Buy America Requirement,” 49 CFR Part 661, and “Buy American Preferences for Infrastructure Projects,” 2 CFR Part 184, as described shall be deemed to satisfy 2 CFR §200.322, “Domestic Preferences for Procurements.”

*Limitation of Certain Rolling Stock Procurements.* The Contractor will comply with the limitation on certain rolling stock procurements at 49 U.S.C. §5323(u).

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

## **11. Provisions for resolution of disputes, breaches, or other litigation.**

Authority – FTA Master Agreement (31) at Section 39(b).

Applicability – all contracts

*Notification to FTA: Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority who must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Authority is located. The Authority must include a similar notification requirement in its Contractor Agreements and must require each Contractor to include a similar notification requirement in its sub agreements at every tier for any agreement that is a “covered transaction” according to 2 CFR. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* The Authority must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Authority is located, if the Authority 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 Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Authority. 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 Authority. In this paragraph, "promptly" mean to refer information without delay and without change. This notification provision applies to all divisions of the Authority, including division tasked with law enforcement or investigatory functions.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 CFR. §§ 180.220 and 1200.220.

## **12. Lobbying Restrictions.**

Authority - 31 U.S.C. § 1352, 2 CFR. § 200.450, 2 CFR. Part 200 Appendix II (I) and 49 CFR. Part 20, Appendix A, FTA Master Agreement (31) at Section 4(c) and 16(d)(10).

Applicability - All contracts over \$100,000

The Authority agrees that neither it nor any Contractor will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Contract, including any extension of modification, according to the following:

A. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in 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.

C. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

### **13. Clean Air**

Authority - 42 U.S.C. 7401–7671q and FTA Master Agreement (31) at Section 16(d)(8)

Applicability - All contracts over \$150,000

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over \$150,000 at every tier.

### **14. Clean Water.**

Authority - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement (31) at Section 16(d)(8)

Applicability - All contracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377.



Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over \$150,000 at every tier.

**15. Cargo Preference - Use of United States-Flag Vessels.**

Authority - 46 U.S.C. § 55305 and 46 CFR. Part 381.7, FTA Master Agreement (31) at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

At least 50 percent (%) of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. §55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR §381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

**16. Fly America.**

Authority - 49 U.S.C. § 40118, and 41 CFR. §§ 301-10, FTA Master Agreement (31) at Section 15(d), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) 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.

b) 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.

c) 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.

d) 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]:

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(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Flow Down Requirements - The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**17. Davis-Bacon and Copeland Anti-Kickback Acts.**

Authority – Appendix II to Part 200, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 CFR. Part 5, 18 U.S.C. § 874, and 29 CFR. Part 5 (29 CFR. § 5.5), 29 CFR. § 3.1 and 3.11, 18 U.S.C. § 874, 40 U.S.C. § 3145, FTA Master Agreement (31) at Section 16(d)(5), FTA C 4220.1F at

## Appendix D

Applicability - Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to the federal awarding agency.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



Flow Down Requirements - These requirements extend to all third party contractors and their subcontracts at every tier and subrecipients and their subcontracts at every tier.

**18. Contract Work Hours and Safety Standards Act**

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 CFR. Part 1926, FTA Master Agreement (31) at Section 16(d)(6), FTA C 4220.1F at Appendix D

Applicability - Contracts over \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704), as supplemented by the DOL regulations at 29 CFR. Part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 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 hours without payment of the overtime wages required by this clause.

The FTA shall upon its 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 this section.

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 prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR. Part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

### **19. Bonding.**

Authority - 2 CFR 200.325, FTA Master Agreement (31) at Section 16(n), FTA C 4220.1F at Appendix D

Applicability – For all FTA Funded construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$250,000), the federal awarding agency may accept the bonding policy and requirements of JTA if the federal awarding agency has made a determination that the federal interest is adequately protected.

The Authority agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

(1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Contract that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

(2) Activities Not Involving Construction. For each Project or related activities implementing the Contract not involving construction, the Authority will not impose excessive bonding and will follow FTA guidance.

**20. Seismic Safety.**

Authority - 42 U.S.C. 7701 et seq., 49 CFR. § 41.117 and Executive Order (E.O.) 12699, FTA C 4220.1F at Appendix D

Applicability – Design and construction of new buildings and additions to existing buildings.

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Flow Down Requirements - The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

**21. Public Transportation Employee Protective Arrangements.**

Authority - 49 U.S.C. § 5333(b) (“13(c)”) and 29 CFR. Part 215, FTA Master Agreement (31) at Section 24(d)

Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. *U.S. DOL Certification.* Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C.



§§ 5308, 5309, 5312, or other provision of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Contractor agrees that the certification issued by U.S. DOL is a condition of the Contract and that the Contractor must comply with its terms and conditions.

B. *Special Warranty.* When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract, and the Contractor must comply with its terms and conditions.

C. *Special Arrangements for Contracts for Federal Assistance Authorized under 49 U.S.C. § 5310.* The Authority agrees, and assures that any Contractor providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, the former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

## 22. Charter Service Operations.

Authority - 49 U.S.C. 5323(d), (g) and (r) and 49 CFR. Part 604, FTA Master Agreement (31) at Section 28

Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds

(a) *Prohibitions.* The Contractor agrees to not engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. 5323(d), (g) and (r), FTA regulations, “Charter Service,” and 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) *Exceptions.* Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. §5307 to support a Job Access and Reverse Commute (JARC)–type Project or related activities that would have been eligible for assistance under repealed 40 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Authority uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Authority uses that federal assistance for FTA program purposes only.

(c) *Violations.* The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or any subcontractor from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Flow Down Requirements - The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

### **23. School Bus Operations.**

Authority - 49 U.S.C. 5323(f) and 49 CFR. Part 605, FTA Master Agreement (31) at Section 29

Applicability - Contracts for operating public transportation service.

(a) *Prohibitions.* The Contractor agrees to not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR .Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance

(b) *Violations.* If the Contractor has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Authority or Contractor to take such remedial measures as FTA considers appropriate, or bar the Authority or Contractor from receiving federal transit assistance.

Flow Down Requirements - The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

### **24. Substance Abuse – Alcohol Misuse and Prohibited Drug Use Requirements.**

Authority - 49 U.S.C. § 5331, 49 CFR. Part 655 and 49 CFR. Part 40.11(c), FTA Master Agreement (31) at Section 35, FTA C 4220.1F at Appendix D

Applicability – all transit operations contracts

Any Contractor that performs safety-sensitive functions must comply with Federal transit laws, specifically 49 U.S.C. § 5331, FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" under 49 CFR. Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40. Under 49 CFR. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- 5) Carrying a firearm for security purposes.

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR Part 182,
- (B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR Part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

- (A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.
- (B) An education and training program which meets the requirements of §655.14.



- (C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.
- (D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

Flow Down Requirements -The Substance Abuse requirements flow down to all Contractors at every tier who perform a safety-sensitive function for the JTA.

## **25. Patent and Rights in Data.**

Authority - 2 CFR. Part 200, Appendix II (F) and 37 CFR. §401.3, FTA Master Agreement (31) at Sections 17 and 18, FTA C 4220.1F at Appendix D

Applicability - Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$3,500). If the federal award meets the definition of "funding agreement" under 37 CFR. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **Intellectual Property Rights**

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 Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 CFR. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

Flow Down Requirements - The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

**26. Special Department of Labor (DOL) EEO clause for Construction Projects.**

Authority - Executive Order 11246, 41 CFR § 60-1.4(b), FTA Master Agreement (31) at Section 16(d)(4), 12(d), FTA C 4220.1F at Appendix D

Applicability - Federal or federally assisted construction contracts and subcontracts in excess of \$10,000.

**Additional Equal Opportunity Clauses for Construction Contracts.**

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" [30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR Part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.

The Authority incorporates into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

*(Full language follows):*

**Equal Opportunity Clause**

During the performance of this Contract the Contractor agrees as follows:



- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identify, or national origin. The contractor will take affirmative action to ensure that applicants re employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identify, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of another employees or applicants are part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the books,

records and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executed order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 111246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provision, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Flow Down Requirements - The Special Department of Labor (DOL) EEO clause for Construction Projects requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

**27. Disadvantaged Business Enterprises (DBEs).**

Authority - 49 CFR. Part 26, 49 CFR. § 26.13(b), FTA Master Agreement (31) at Section 12e(4)(ii), FTA C 4220.1F at Appendix D

Applicability - all contracts

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. §101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/Offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. Note that it is the JTA's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the JTA to make sure it intervenes to monitor compliance. The onus for compliance is on the JTA.

## **28. Recycled Products (Solid Wastes).**

Authority - 42 U.S.C. § 6962, 40 CFR. Part 247, 2 CFR. Part § 200.323, FTA Master Agreement (31) at Section 16(d)(11), FTA Best Procurement Practices Manual, FTA C 4220.1F at Appendix D

Applicability –All contracts over \$10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource



Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR. Part 247.

Flow Down Requirements - These requirements flow down to all applicable subcontracts at all tiers.

**29. ADA Access.**

Authority – 49 U.S.C. § 5301, 29U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement (31) at Section 12(h), FTA C 4220.1F at Appendix D-3.

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
- (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 40 CFR Part 39;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
- (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
- (7) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR. Subpart 101-19;
- (8) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
- (9) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F;
- (10) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;

- (11) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR. Part 609;
- (12) FTA Circular 4710.a, "Americans with Disabilities Act: Guidance," and
- (13) Other applicable federal civil rights and nondiscrimination regulations and guidance; and
- (14) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

**30. Veterans Preference.**

Authority – 49 USC § 5325(k), FTA Master Agreement (31) at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees it:

- (1) Will give a hiring preference to veterans, as defined in 5 USC § 2108, who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Flow Down Requirements – None.

**31. Motor Carrier Safety**

Authority - FTA Master Agreement (31) at Section 33

Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR. Part 387, if it is engaged in operations requiring compliance with 49 CFR. Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR. Part 387, and reduce the amount of insurance the Authority must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service

area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;

(3) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 CFR. Parts 390 – 397, to the extent applicable; and

(4) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 CFR. Part 383, and “State Compliance with Commercial Driver’s License,” 49 CFR. Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 CFR. Part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### 32. Safe Operation of Motor Vehicles.

Authority - FTA Master Agreement (31) at Section 34(a)(2) and (b)(3)

Applicability - all contracts

Contractor is 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 JTA.

Contractor is further 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.

Contractor is also to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### 33. Protection of Sensitive Security and Other Sensitive Information

Authority - FTA Master Agreement (31) Section 36, US DOT Common Rules

Applicability - all contracts



Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive. Contractor agrees to comply with the following requirements for the protection of sensitive security information:

- (a) The Homeland Security Act, as amended, specifically 49 U.S.C. §40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;
- (b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. §114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;
- (c) U.S. DOT Common Rules, which require Contractor to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive; and
- (d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **34. Trafficking in Persons**

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction, FTA Master Agreement (31) at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not:

Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;

Procure a commercial sex act during the period of time that the Contract is in effect;  
or

Use forced labor in the performance of the Contract or subagreements thereunder.

Violation of this provision provides JTA the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**35. Federal Tax Liability and Recent Felony Convictions**

Authority - 2019 Pub. L 116-6; FTA Master Agreement (31) at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the JTA, the undersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**36. Construction Site Safety**

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR. Part 1904; “Occupational Safety and Health Standards,” 29 CFR. Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR. Part 1926, and FTA Master Agreement (31) at Section 24a(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR. Part 1904; “Occupational Safety and Health Standards,” 29 CFR. Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**37. Domestic Preferences for Procurements**

Authority - 2 CFR Part 200 Appendix II (L); 2 CFR. § 200.322

Applicability - all contracts





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.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**39. Bus Testing.**

Authority - 49 U.S.C. § 5318(e) and 49 CFR. Part 665, FTA Master Agreement (31) at Section 16(m)

Applicability - Rolling stock, except minivans

Contractor shall comply with 49 U.S.C 5323 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (Limitation on Certain Rolling Stock Procurements), and their implementing regulations including the FTA's implementing regulation 49 CFR Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Flow Down Requirements - none.

**40. Pre-Award and Post-Delivery Audit Requirements.**

Authority - 49 U.S.C. 5323(m) and 49 CFR. Part 663, FTA Master Agreement (31) at Section 16(m)

Applicability - Rolling stock

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR Part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR, Part 663 and related FTA guidance.

Flow Down Requirements – none.

**41. FTA Clauses Required when DBE Threshold Has Been Met**

Applicability – all contracts where there is DBE Participation

**a. Contract Assurance. 49 CFR Part 26.13**

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 CFR, Part 26.13 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 Authority deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**b. Monitoring the Performance of other Program Participants. 49 CFR Part 26.37**

The JTA will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractors' Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the JTA into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to JTA's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**c. Prompt Payment. 49 CFR Part 26.29(a)**

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt

of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

- d. Return of Retainage.** 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. 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 JTA. When JTA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

- e. Termination for Convenience (DBE).** 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from JTA's Diversity & Equity Program Office.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from JTA's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the JTA.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

#### **42. Conformance with ITS National Architecture**

Authority - FTA Master Agreement (31) at Section 16(l), SAFETEA-LU § 5307(c), 23 U.S.C. §



512 note, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455

Applicability – Information Technology System (ITS) Projects

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 517(d), and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**Other Federal Requirements**

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$10,000 or less)

**Full and Open Competition.**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Notification of Federal Participation.**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress.**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors.**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Compliance with Federal Regulations.**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are

incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property.**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR Part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency.**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice.**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

**Environmental Protections.**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue

other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data.**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Restrictions.**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

**In-State Bus Dealer Restrictions.**

The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

**Organizational Conflicts of Interest.**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Project Labor Agreements.**

As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

**Force Account.**

The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.



**FTA Technical Review.**

The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

**Relationship of the Award to Third Party Contract Approval.**

The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only.**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the Florida Department of Transportation. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the Florida Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number.**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration.**

Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.