

RICHLAND COUNTY REGIONAL PLANNING COMMISSION



Direction – Looking Forward 2050

2050 Long Range Transportation Plan Update
(2025-2050)

REQUEST FOR PROPOSALS

This RFP includes a Disadvantaged Business Enterprise (**DBE**)
Goal of 5%

July 10th, 2023

RICHLAND COUNTY REGIONAL PLANNING COMMISSION
19th N. Main Street
Mansfield, Ohio
(419)774-5684
www.rcrpc.org

REQUEST FOR PROPOSAL

- SUBJECT:** RCRPC 2050 Long Range Transportation Plan Update (2025-2050)
- PURPOSE:** The purpose of this RFP is to invite a Consultant to develop a financially constrained 2050 comprehensive Long-Range Transportation Plan for MPO RCRPC, the designated Metropolitan Planning Organization covering the region of Richland County. Federal regulations require the 2050 LRTP to be a financially constrained transportation plan. The cost of the developed roadway improvement projects including bicycle, pedestrian, safety, transit and other transportation projects and services in the plan must be covered by state, federal, local, private and other transportation revenues that can be reasonably expected to be available from 2025 through 2050 - the 25-year period of this Plan. For a good planning practice, this LRTP will divide projects into three time periods: Short-term: through 2030; Mid-term: 2031 to 2040; Long-term: 2041 – 2050.
- SCOPE OF WORK:** See specifics under *Scope of Work* document (**APPENDIX A**)
- BUDGET:** The source of funding for this project is Federal and State funding from the Federal Highway Administration (FHWA) and Ohio Department of Transportation (ODOT). The budget for this project is about \$225,000 for MPO's FY 2024 and part of FY 2025.
- SCHEDULE:**
- Monday, July 10th, 2023 - Release of RFP
 - Monday, July 17th, 2023 - Deadline for Questions by 5:00pm (EDT)
Questions will only be accepted in writing to the attention of Mr. Pong Wu at pwu@rcrpc.org
 - Monday, July 24th, 2023 - Responses to Questions,
Responses will be posted on the RCRPC's website at: www.rcrpc.org/2050LRTP-RFP no later than by 5:00 p.m. (EDT)
 - Monday, August 7th, 2023 - Proposals due by 15:00 PM EDT
One electronic document (pdf) less than 6MB e-mailed to: pwu@rcrpc.org with subject "Proposal-2050 LRTP Update" and attention to: Pong Wu, Transportation Technical Director
19th N. Main St.
Mansfield OH 44903
 - August 10th thru 17th – Selection committee review of proposals and scoring/prioritization
 - August 23rd –Approval of the consultant recommendation by MPO Policy Committee
 - Week of September 3rd, 2023 - Notice to Proceed issued, anticipated
- COST LIABILITY:** All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

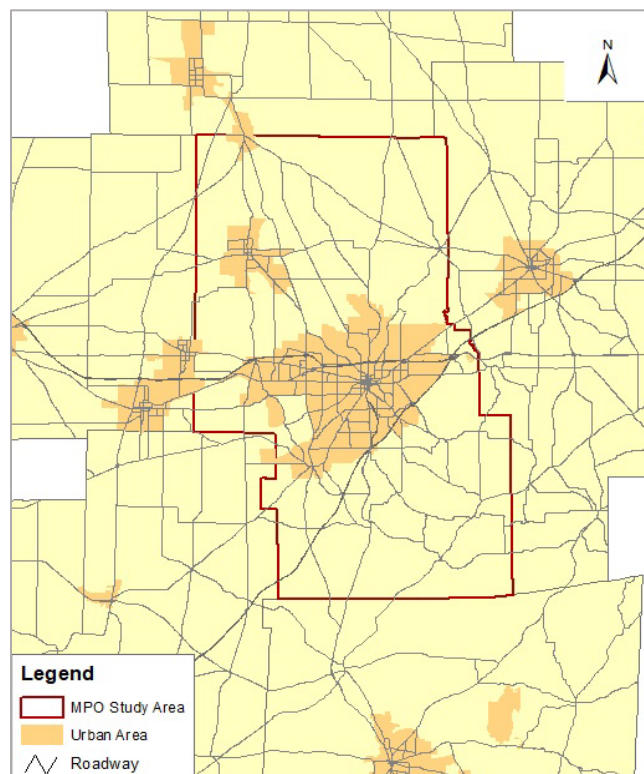
It is the Proposers' responsibility to visit the Richland County Regional Planning Commission's website regularly at www.rcrpc.org/2050LRTP-RFP for any updated information on this project.

Background/Requirements

The RCRPC MPO region, also known as the Mansfield Metropolitan Statistical Area, covers the whole Richland County and is located midway between Columbus and Cleveland. The Region lying approximately 75 miles southwest of Cleveland and 65 miles northeast of Columbus has about 122, 000 population. The region's rich history and diversified economic activities attract nearly 22,000 workers who live at communities locating outside of MPO boundary and commute along vary corridors, such as I-71, US-30, US-42, OH-13 and etc., daily into the MPO region for their jobs in addition to the 51, 000 daily work related trips that are generated internally within the MPO region itself.

This Request for Proposals (RFP) is seeking a consulting firm to develop a comprehensive 2050 Long Range Transportation Plan (LRTP) for the Richland County Regional Planning Commission. The plan will be multi-modal in nature, cover all Richland County and have a 25-year horizon from 2025 through 2050. The Mansfield Metropolitan Statistical Area for transportation planning study is shown below in *Figure 1*. Federal regulations require the comprehensive LRTP to be a financially constrained transportation plan. The cost of the developed roadway improvement projects including bicycle, pedestrian, safety, transit and other transportation projects and services in the plan must be covered by state, federal, local, private and other transportation revenues that can be reasonably expected to be available from 2025 through 2050. For a good planning practice, consultant will develop an evaluation criteria to prioritize all projects identified within MPO; the plan will meet BIL Act requirements and serve as the basis for coordination with ODOT pertaining to the statewide long-range transportation. The Direction – Looking Foreword 2050 LRTP will divide projects developed into three time periods: Short-term: through 2030; Mid-term: 2031 to 2040; Long-term: 2041 – 2050.

Figure 1: RCRPC MPO Boundary for Transportation Study



Proposal Content

Proposals should contain at least the following documentation:

1. Cover Letter - This should include a summary of the key points of the proposal and the approach to accomplishing the study. The contact person's (project manager's) name, address, telephone number, and e-mail address must be included. The **APPENDIX B** is the proposer's information Form. The cover letter is not considered part of the maximum twelve-page requirement outlined in #2 of this section.
2. Study Methodology Section - This should include the Consultant's approach to tasks to accomplish the work outlined in the Scope of Work. This Section should demonstrate an understanding of the regional transportation system, travel demand modeling, and Federal and State planning requirements. This section is limited to twelve pages in length and no less than an 11-point font size.
3. Key Personnel Section – One paragraph summaries of qualifications and experience should be submitted for all personnel assigned to the project. The assignment of personnel must specifically contain the percent of time by personnel for each task included in the Scope of Work. The key personnel section is not considered part of the maximum twelve-page requirement outlined in #2 of this section.
4. Management Plan Section - The management plan must contain a schedule of work (timeline) with milestones, and a percent of time by each task described in the Scope of Work for the Prime and sub-consultant, such as disadvantaged business enterprise (DBE) firm. The management plan section is not considered part of the maximum twelve-page requirement outlined in #2 of this section.
5. Related Work Section - Work closely related to that described in the Scope of Work which has been performed by the specific personnel assigned to this project should be briefly outlined in the proposal. Specific emphasis should be placed on works undertaken in areas similar to the Region of Richland County metropolitan area in the previous five years. The related work section is not considered part of the maximum twelve-page requirement outlined in #2 of this section.

Schedule

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- Deadline for Questions by 5:00pm (EDT), Monday, July 17th, 2023
Questions will only be accepted in writing to the attention of Mr. Pong Wu at pwu@rcrpc.org
- Responses to Questions Monday, July 24th, 2023
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- Proposals due by 15:00 PM EDT Monday, August 7th, 2023
One electronic document (pdf) less than 6 MB e-mailed to pwu@rcrpc.org with subject "Proposal-2050 LRTP Update" and attention to:

Pong Wu, Transportation Technical Director
19th N. Main St.
Mansfield, OH. 44903
- Evaluation Committee review of and Scoring Proposals August 9th thru 17th
- Approval of the Consultant recommendation August, 23rd, 2023
- Notification of Selected Consultant (Approximate) Week of Sept. 3rd, 2023

Note: RCRPC reserves the right to amend and/or change this schedule at their discretion

Selection Procedure

RCRPC will form an advisory evaluation committee consisting of persons individually and collectively knowledgeable in the areas of Transportation/Traffic Planning to review and rank the proposals received in accordance with the criteria of evaluation described below.

RCRPC may seek additional information, conduct interviews, or request best and final offers from individual Proposers.

The evaluation committee's ranking and recommendation will be forwarded to RCRPC's Executive Director who will make a recommendation to the RCRPC Full Committee which functions as MPO Transportation Policy Committee for final action. The recommendation and award of a contract, if any, will be to the Proposer whose proposal is most advantageous to RCRPC based on the evaluation criteria set forth below.

RCRPC reserves the right to reject any and all proposals submitted or to conclude that none of the proposals are advantageous to RCRPC.

Criteria for Evaluation

The proposals will be evaluated based on the following criteria with relative weights in lists below:

Item	Criteria for Evaluation	Points
A.	Demonstrated an overall understanding of the scope of work and the ability to meet the requirements of this RFP	30
B.	Qualifications and previous related experience of key personnel to be assigned to this project as well as subcontractors	20
C.	Firm's previous related work experience within the past five years which includes citing previous experience in similar studies or projects.	15
D.	References and satisfaction of previous clients	15
E.	A detailed Management Plan demonstrating the ability to complete the tasks of project at Consultant established schedule and key milestones (must include dates) .	15
F.	The RFP includes a Disadvantaged business enterprise (DBE)	5
	Total Possible Points	100

Budget

The source of funding for this project is Federal and State funding from the Federal Highway Administration (FHWA) and ODOT. The total budget for this project, covering two MPO's OWP/UPWP fiscal years (FY 2024 and FY 2025), is \$225,000.

Duration of Contract

This contract will commence on or after September 3rd, 2023 and is expected to be completed by January, 2025 in approximately 17-month period.

Compliance with Federal Regulations

The successful Proposer will be required to comply with, in addition to other provisions of the Request for Proposal, the conditions required by all applicable Federal and State regulations as detailed in the **APPENDIX C** (Note: forms to be filled in Appendix I & II), including the following:

1. Equal Employment Opportunity - Successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
2. Title VI Assurances - Successful Proposer will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder (49 C.F.R. part 21), and assurances by the MPO thereto.

APPENDIX A: SCOPE OF WORK

APPENDIX B: PROPOSER'S INFORMATION SHEET

APPENDIX C: FEDERAL REGULATIONS

- APPENDIX C-I - CERTIFICATION REGARDING LOBBYING
- APPENDIX C-II - DEBARMENT AND SUSPENSION CERTIFICATION
- APPENDIX C-III - FEDERALLY REQUIRED CONTRACT CLAUSES

APPENDIX A:

SCOPE OF WORK

SCOPE OF WORK

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RCRPC 2050 Long Range Transportation Plan (2025-2050) Update

Scope of Work

INTRODUCTION:

The Long-Range Transportation Plan (LRTP) document is a key tool in establishing and maintaining MPO's regional transportation system. Pursuant to federal guidelines, the Richland County Regional Planning Commission (RCRPC) updates its Long-Range Transportation Plan every five years. The MPO is scheduled to adopt the updated 2050 LRTP by February 2025. The LRTP will improve on short-range, medium-range and long-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods in the RCRPC region between 2025 and 2050.

The objectives of this long-range transportation plan update are

- To advance the LRTP's 25-year planning horizon and to adopt a new Cost Feasible Plan (CFP) that encourages and promotes a safe and efficient, multimodal transportation system and other transportation-related facilities and projects, such as Intelligent Transportation Systems and emerging technologies
- To conduct regional financial/funding sources and revenue analysis
- To develop planning level unit cost estimates for new construction and reconstruction of transportation facilities including but not limited to: Principal Arterial, Minor Arterial, and Collector roadways; bridge structures; multi-use trails; sidewalks; bicycle lanes; interchanges and associated auxiliary lanes; traffic signals; roundabouts; and para transit and fixed route buses. For roadway estimates rural and urban cross sections should be provided in both rolling and flat terrain.
- To promote a list of short-, mid- and long-ranges constrained projects to make sure all or most can be programed for funding and to ensure the system is well maintained with the constrained lists of preservation projects across grant areas.
- To integrate required climate resilience planning into the LRTP update.
- To be adopted by the RCRPC Full Commission, has local support and the developed projects in the plan are fiscally constrained and implementable by the appropriate local and state transportation agencies.

Results of the LRTP process are intended to serve the overall mobility needs of the area while also being cost effective and consistent with national, state, and local goals and objectives. The development of new 2050 LRTP must conform with 23 CFR § 450.324, address national Performance Measures and the MPO's adopted OHIO DOT Targets, federal planning factors (23 CFR § 450.306) as updated, state planning emphasis areas, the Federal Highway Administration's (FHWA) Expectation Letter(s) and new federal guidance implementing the Infrastructure Investment and Jobs Act (IIJA), the Federal Transit Administration (FTA), and the Ohio Department of Transportation (OHIO DOT).

The Scope of Work as outlined presents a minimum effort expected to be done by the consultant selected for the project, however, consultants are encouraged to propose additional items not contained in the Scope of Work if they believe those items will improve the quality of the plan.

TASK 1. PROJECT MANAGEMENT

The Consultant shall provide over-all team project management, QA/QC review of documents, and provide support services as needed. Activities include a project kick-off meeting, management and oversight of the activities and products produced by the Consultant team members and assisting MPO staff with management of the 2050 LRTP Update. Consultant shall coordinate delivery of Consultant teamwork products, provide technical support during staff review of products and communicate needed revisions to the Consultant team. The Consultant shall determine which of the tasks outlined in this Scope must occur simultaneously rather than sequentially for the project to remain on schedule and assign tasks to team members accordingly. Consultant shall communicate with all team members as needed to effectively manage the delivery of the services provided by each firm and will be responsible for maintaining the content of the project schedule, adjusting as needed, and communicating delivery schedule updates to team members.

Deliverables:

- a) Project schedule, Task milestones, and Fee estimates analysis.
- b) Timely and thorough revisions when requested by MPO staff.
- c) Monthly progress report and invoicing.
- d) Kickoff meeting with MPO staff

TASK 2. STAKEHOLDERS AND PUBLIC INVOLVEMENT

The Consultant shall develop a Public Participation Plan (PPP) for the 2050 LRTP. The PPP will include the provision of on-line opportunities for public input by establishing an interactive project web site and use of social media. The Consultant shall provide on-line surveys and maps, prepare necessary materials, exhibits, presentations, notices and handouts for meetings with the MPO Board and TAC/Advisory Committees. Consultant shall take minutes and record verbal and documented comments from the public, staff and elected officials and keep a record of how comments were addressed in subsequent revisions to the LRTP;

The PPP will define a process for providing stakeholders with reasonable opportunities to be involved in the metropolitan transportation planning process. Outreach methods that will be used are described below.

Stakeholder/Agency Outreach.

The Consultant shall work with the MPO to identify key stakeholders and MPO partners that are required to be included in the transportation planning process. These stakeholders/agencies may include local governments, freight companies, transportation providers, and representatives for pedestrians, bicyclists and the disabled. The Consultant shall create an engagement strategy for these entities that satisfies Federal requirements. The Consultant shall work with the MPO to schedule and conduct regular review meetings throughout the MTP development process.

Public Meetings.

The Consultant shall provide personnel, documents, and visual aids for a minimum four-round of meetings with the Public (4) and RCRPC Full Commission meetings (4). One meeting will be at the beginning of the study to inform the public of the regional LRTP and discussions of its goal & objectives.

The first meeting will

- Present existing/future MPO roadway traffic conditions; high fatality & injury locations from region's roadway safety study
- Present existing/future social-economic information within MPO transportation study area
- Discuss vision, goal & objectives (digital, at meeting & on-line intercept surveys)

The second meeting will:

- Display study results of existing/future social-economic information within MPO transportation study area
- Recruit community inputs for existing & future land uses changes in the region (digital, at meeting & on-line intercept surveys)
- Recruit community inputs for all types of projects and project locations (digital, at meeting & on-line intercept surveys)
- Discuss the methodology for prioritizing projects

The third meeting will display:

- Results from intercept surveys (spreadsheet list and maps)
- Draft analyzing results in MPO Cost Feasible Plan
- Financial constrained projects (spreadsheet and maps)

The fourth meeting will present:

- LRTP products

Consultant shall give presentations to elected officials, TAC/CAC, TPC and public meetings.

The following table summarizes public involvement activities that will be completed:

Public Engagement Round	Purpose	Online Materials and Survey	Mobile Display	Intercept Surveys at Community Locations	Evening/ Afternoon Public Meeting	Presentation to TAC/ CAC	Presentation to Full Commission
Round 1	Input on Goal & Objectives, and trends and conditions	X	X	X	X	X	X
Round 2	Input on exist/future Landuse, Recruit projects locations	X	X	X	X	X	X
Round 3	Cost Feasible Plan and lists of Financial constrained projects	X			X	X	X
Round 4	Final LRTP	X			X	X	X

To ensure outreach to all stakeholders as required by federal guidance, the MPO will provide the email addresses for its members' network, state and federal agencies, regional freight representatives, committee members, Richland County, Cities, Townships, and other stakeholders.

Deliverables:

- a) Public Participation Plan
- b) Meeting materials, announcements, handouts; minutes, record of public comments and responses
- c) Presentations (8-12 to be determined)
 - 1) RCRPC Full Commission/MPO TPC (4) – to coincide with major milestones
 - 2) CAC/TAC (4) – to coincide with major milestones and need for public and technical staff input
 - 3) General Public (4) – four public meetings held in the following three locations: City of Mansfield, Shelby, and Lexington Village. These locations have been identified to facilitate participation by a broad cross-section of the public. The first round of meetings will be held for developing the region's Goal & Objectives; the second round of will be held during development of the Needs Plan; the third round during development of the Cost Feasible Plan and the fourth round will present the Final LRTP.

TASK 3. GOAL AND OBJECTIVES, AND PROJECT EVALUATION CRITERIA

The Consultant shall work with MPO staff and develop elements for region's vision, transportation planning goal and objectives and project evaluation and prioritization criteria. The elements will be based on a combination of the following: inputs from public survey, stakeholder feedback, MPO TAC/CAC and Full Commission acting as MPO Policy Committee, federally mandated Metropolitan Planning Factors (23 CFR 450.306), MPO adopted roadway/traffic performance measure requirements, and Infrastructure Investment and Jobs Act (IIJA) involving Infrastructure Resiliency,

Transportation Equity, Vision Zero Action Plan for Bicyclists and Pedestrians and Safe Streets & Roadways for All.

Deliverables:

- a) a Summary of the draft Plan Process, RCRPC MPO Overview, Regional Vision, Transportation Planning Goal, and Objectives for review, comment and refine as needed,
- b) Draft Project Evaluation Criteria Matrix and scoring methodology for review, comment and refine as needed.

TASK 4. NEEDS ASSESSMENT AND PROJECT IDENTIFICATION PLAN

The Consultant shall conduct a future year (2050) transportation system needs assessment, using the existing conditions and deficiencies analysis, current project lists and prioritization, and future growth scenarios in the RCRPC MPO area to provide an updated list of LRTP candidate projects. The needs assessment will be conducted jointly with OHIO DOT TDM team by planned future years network performance and congestion from using the region's travel demand model (TASK 5). To address future year needs, the Consultant shall work with the MPO and OHIO DOT to identify transportation projects that move people and goods through the Metropolitan Planning Area in a manner that uses available resources most efficiently.

4.1 – ANALYSIS OF CAPACITY TO ACCOMMODATE FUTURE GROWTH

The Consultant shall analyze the regional growth trends including land use, population/socioeconomic, the business activities that drive job creation in MPO region. This element identifies the transportation infrastructure investments needed to support regional work force and identifies economic development strategies.

4.2 – EVALUATE MULTIMODEL DEFICIENCIES AND SOLUTIONS

The Consultant shall analyze a highway assignment to the regional E+C Network with the year of 2025, 2030, 2040 and 2050 socioeconomic data to determine the deficiencies on the highway networks that will occur accordingly. The modeled results of current and future no-build networks conditions will be provided by OHIO DOT

4.3 – EVALUATE HISTORICAL CRASH DATA FOR SAFETY IMPROVEMENT

The safety element will be based on available information from the most recent update of MPO's Transportation Safety Analysis utilizing OHIO DOT new criteria for positioning concerned locations.

4.4 – ANALYSIS OF OTHER COMPONENTS

The Needs Evaluations will also include the following components:

- Other Roadway Needs, including Freight; Bridges; other congestion studies and Transportation System Management and Operations options to address congestion; and the Project Evaluation criteria such as Safety, Environmental, Resiliency, as described in TASK 3
- Roadway Needs Plan, List of Projects in tabular and mapped (GIS and PDF) formats as described in TASK 5

- Transit Needs – incorporate the MPO’s updated Transit Development Plan (TDP) by reference and summarize in text, tabular and graphic format. Extend the Needs Analysis (including project costs) conducted for the TDP to address years 10-20 of the LRTP
- Bicycle and Pedestrian Facilities

Deliverables:

- a) Draft and Final Needs Assessment
- b) Draft unconstrained Project List (matrix and GIS Map)

TASK 5. COORDINATION WITH OHIO DOT TDM DEVELOPMENT TEAM AND OHIO DOT DISTRICT 3

OHIO DOT TDM staff will produce the model runs and the Consultant shall develop the inputs of constrained projects and SE data refinements by scenarios of planning stages. The Consultant, in close coordination with OHIO DOT modeling team, OHIO DOT District 3 and RCRPC staff, shall review and perform system analyses utilizing various modeling run results data sources, such as model assignment results from 2025 base-year no-build vs 2050 no-build, planned short-range (2030), medium-range (2040) and long-range (2050) no-build assignments vs assignments from build scenarios. Consultant will also provide the constrained projects by planned implement time-periods that have been confirmed with consensus among communities to OHIO DOT TDM team for network codes and model runs.

Consultant shall interactively coordinate with OHIO DOT Planning Division, OHIO DOT District 3 and MPO staff for gathering all improvement projects that were/will be programmed/coded by OHIO DOT for constructions in the future years and these projects related construction costs, the MPO’s future funding sources and projections based on the state and federal allocations in the future years,

As part of the process, Consultant shall review and analyze the OHIO DOT social-economic (SE) TAZ data information developed for four modeling stages as base for MPO Overview & Profile. The Consultant, based on the inputs from Task 3, shall analyze whether the TAZ structure or associated SE information should be modified and coordinate with OHIO DOT modeling team, MPO staff and staff from affected member governments to devise the new structure and create the GIS shapefiles.

The Consultant will develop a methodology, subject to Ohio DOT’s review and approval, to adjust the related SE data to reflect the controlled total of MPO population, employment and SE data forecast provided by OHIO DOT.

Deliverables:

- a) All OHIO DOT programed projects including construction costs by scenarios of planning stages within RCRPC region
- b) Final completed/constrained list of prioritized improvement projects by scenarios of planning stages (matrix and GIS Map)
- c) Refined social-economic (SE) data by scenarios of planning stages (Matrix and GIS Map)
- d) Summary of state and federal funding resources by scenarios of planning stages

- e) Travel Model Methodology and Findings Memorandum (OHIO DOT)
- f) Adopted Cost Feasible Modeling Networks by scenarios of planning stages (OHIO DOT)

TASK 6. FINANCIAL AND COST FEASIBLE PLAN

The Consultant shall incorporate the state and federal revenue estimates provided by OHIO DOT. If OHIO DOT does not have revenue projections for maintenance of the State Road network, the Consultant shall project revenues in consultation with OHIO DOT. The Consultant shall develop a survey and estimates for local funding contributions including County, Cities and Townships within RCRPC region as applicable (the questionnaire survey example is available with RCRPC). Revenues will then be grouped according to the Planning Time Periods identified by OHIO DOT for the 2050 LRTP. The Consultant shall develop realistically available Transit Revenue Projections consistent with the Transit Development Plan, through the year 2050. The TDP will provide the methodology for transit revenue projections, but for the LRTP, Consultant must calculate the revenues beyond the TDP horizon.

The Consultant shall develop planning level unit cost estimates, such as cost per lane mile, for new construction and widening (reconstruction) of transportation facilities including but not limited to: Principal Arterial, Minor Arterial, and Collector roadways; bridge structures; multi-use trails; sidewalks; bicycle lanes; interchanges and associated auxiliary lanes; traffic signals; roundabouts; and para transit and fixed route buses. For roadway estimates rural and urban cross sections should be provided in both rolling and flat terrain. The spreadsheet example will be available with RCRPC staff.

The task includes the analysis of gap between available resources and needs for plan improvements through the lifetime of the LRTP. As part of this task, the Consultant shall hold a working session with OHIO DOT modeling team, MPO staff and related staff from MPO entities to solidify the final constrained plan. The Consultant shall analyze public input data collected throughout the planning process to develop potential funding priorities.

With the refinements of future needs assessment (TASK 4), the Consultant shall develop the cost estimates required to implement the transportation projects under consideration. These project costs for each will then be compared to the available and projected revenues. All proposed improvements should include detailed design concept, scope, and estimated engineering and construction costs converting to the year of 2025 dollar value.

For project alternative scenarios by designed planning stages, the Consultant shall develop clear short-, medium-, and long-term project recommendations for plan implementation. The Consultant shall analyze the gap between the funding and other resources required to fully implement that future and the resources forecasted to be available. The Consultant shall analyze and compare whether the gap between resources needed for improvement alternatives and resources available for improvements by designed planning stages. The developed project alternatives by planning stages will be provided to OHIO DOT modeling staff for MPO horizon years' roadway traffic improvement analysis.

The Consultant shall consider whether any innovative financing techniques can be implemented, or new funding sources can be obtained and what steps/support would be required. Strategies shall identify ways to reduce the need for transportation improvements, such as land use policies, and ways to increase funding for transportation improvements, including funding for motorized and non-motorized systems. The MPO is interested in comparing the cost of these strategies relative to the likelihood of meeting forecast transportation needs.

Deliverables:

- a) Draft and Final Financial Resources Summary
- b) Draft and Final Planning Level Unit Cost Estimates by FC /spreadsheets summary
- c) Project Cost Estimates
- d) Draft and Final List of Prioritized and Fiscally Constrained Projects by scenarios of planning stages
- e) Draft and Final Constrained Financial Plan (Technical Memorandum)

TASK 7. ENVIRONMENTAL JUSTICE

The requirements of Environmental Justice (EJ), as outlined by the FHWA, are intended to ensure that the process of transportation planning identifies and addresses disproportionately high and adverse effects of the agency's programs, policies, and activities on minority populations and low-income populations to achieve an equitable distribution of benefits and burdens. EJ is interrelated with the provisions of Title VI of the Civil Rights Act of 1964 which requires that the planning process will be conducted in a manner "no person shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving federal financial assistance". These provisions will be incorporated into the 2050 LRTP update, and adhered to throughout the public involvement task of this project.

The Consultant shall coordinate with RCRPC's Title VI/EJ policies and PPP. The Consultant, in close coordination with RCRPC staff, shall perform an EJ analysis comparing potential benefits and potential adverse impacts of any recommended program of projects on the low-income and minority population using various data sources available, such as the US Census and other demographic data with GIS. The Consultant shall demonstrate through the EJ analysis that the proposed 2050 Financially Feasible Plan projects will not have a disproportionate adverse impact on low-income and minority populations and how it responded to concerns identified during the public outreach process.

TASK 8. DRAFT & FINAL 2050 LONG-RANGE TRANSPORTATION PLAN

In this task, the results of the assessment of existing and future conditions and the evaluation of alternatives (final list of LRTP projects) will be integrated to update the LRTP elements.

In accordance with federal requirements, the developed fiscally constrained project list will be included for review and comment. The Consultant shall assist in presenting the public hearings and will analyze the input received for the MPO. The MPO may require additional revisions to the draft plan before recommending it to MPO policy committee/Full Commission for approval. A copy in electronic format

will be submitted to the MPO for review and recommendation for approval by RCRPC Full Commission/MPO TPC. If needed, the Consultant shall make one set of revisions to this draft following Policy Committee's review.

LRTP At-a Glance Brochure - The Consultant shall develop a LRTP At-a Glance that summarizes the goals, objectives, and prioritized actions of the plan in a manner that is easily understood by members of the public and agencies that may not be familiar with transportation topics. The guide will be designed for easy transition to online formatting or presentations by MPO staff. The Consultant shall provide a draft guide to the MPO for review and will finalize the guide in response to a single set of consolidated, non-conflicting comments.

LRTP Online-Story Dashboard - Upon completion of the draft plan, the Consultant shall work with MPO staff to storyboard an online data dashboard that documents ongoing regional progress towards performance measure targets and mode split goals and allows for continued community engagement. The dashboard will be developed in an interactive format that will be embedded and hosted on the MPO's website.

Deliverables:

- a) Complete Draft 2050 LRTP in word and PDF format
- b) 20 bound hard copies
- c) At-a Glance Brochure
- d) LRTP Online Dashboard
- e) Presentations to CAC/TAC (DRAFT PLAN)
- f) Pre-Recorded Video Presentation (for posting on-line and distribution by MPO staff)
- g) Presentation at general public meetings (round two)
- h) Presentation to the RCRPC Full Commission/MPO TPC for approval (FINAL PLAN) / February-May 2025

TASK 9. PROJECT CLOSEOUT

OHIO DOT, FHWA and FTA reviews may not be received until several months following adoption of the LRTP. Upon receipt, the Consultant shall make revisions, as needed, and resubmit as a word.doc and in PDF format and produce 5 bound hard copies

Deliverables:

- a) Revised Final 2050 LRTP in word and PDF formats
- b) Supporting Documentation
- c) Data Files – all spreadsheets and GIS shapefiles, mxd's (map-packs)
- d) Final Invoice

APPENDIX B: PROPOSER'S INFORMATION SHEET

All firms proposing as prime contractors or subcontractors on Richland County REGIONAL PLANNING COMMISSION (RCRPC) projects are required to submit this form. Please complete this form and return it with your proposal.

If you have any questions about this form, please call Pong Wu, Transportation Technical Director, (419) 774-6200, or email pwu@rcrpc.org

1. GENERAL INFORMATION

Name of Firm:
Street Address:
City, State, ZIP:
Mailing Address:
City, State, Zip:

Telephone Number:
Fax Number:
E-mail address:
Web Address:
Year Firm was established:

Check all that apply:

Is this firm a prime consultant? _____
Is this firm a sub-consultant? _____ Identify specialty: _____
Is this firm a certified DBE? _____ If so, by whom? _____
Is this firm currently debarred? _____
Is this firm currently the subject of debarment proceedings? _____

2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last 3 years):

_____ <\$500,000
_____ \$500,000 - 1,500,000
_____ \$1,500,000 - \$5,000,000
_____ >\$5,000,000

Information will be maintained as confidential to the extent allowed by federal and state law.

The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded.

Name, Title

APPENDIX C: FEDERAL REGULATIONS

APPENDIX C-I: CERTIFICATION REGARDING LOBBYING

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

APPENDIX C-II: DEBARMENT AND SUSPENSION CERTIFICATION

Choose one alternative:

- ☐ The Proposer, _____, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- ☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of Title 31 USC § Sections 3801 are applicable thereto.

Executed in (City) _____, **state of** _____

Printed Name: _____

Authorized Signature

Date

APPENDIX C-III: FEDERALLY REQUIRED CONTRACT CLAUSES

- A. CIVIL RIGHTS REQUIREMENTS**
- B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**
- D. LOBBYING**
- E. ADA ACCESS**
- F. NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- G. RECORDS AND REPORTS**
- H. TERMINATION**
- I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**
- J. BREACHES AND DISPUTE RESOLUTION**
- K. CLEAR AIR**
- L. CLEAN WATER REQUIREMENTS**
- M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- N. ENERGY CONSERVATION REQUIREMENTS**
- O. RECYCLED PRODUCTS**
- P. GOVERNING LAW**
- Q. SEVERABILITY**
- R. PATENT RIGHTS**
- S. RIGHTS IN DATA AND COPYRIGHTS**

A. CIVIL RIGHTS REQUIREMENTS

Civil Rights – The following requirements apply to the underlying contract:

- 1) *Nondiscrimination* – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) *Equal Employment Opportunity* – The following equal employment opportunity requirements apply to the underlying contract:
 - a) *Race, Color, Creed, National Origin, Sex* – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b) *Age* – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c) *Disabilities* – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 1) 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*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%. A separate contract goal has not been established for this procurement.
- 2) 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 DOT-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 RCRPC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the RCRPC.
- 4) The contractor must promptly notify the RCRPC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the RCRPC.

C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

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

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

D. LOBBYING

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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**** MUST COMPLETE AND SUBMIT APPENDIX C-I: 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING ****

E. ADA ACCESS

Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

F. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The purchaser and Contractor acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

G. RECORDS AND REPORTS

The MPO and Contractor shall maintain all books, records, and other documentation pertaining to the Scope of Services and necessary to completely substantiate all costs incurred and billed to the MPO for a period of three (3) years from the date of final payment. These records shall be made available for inspection and audit to any state or federal authority authorized to inspect such records and copies thereof shall be furnished at the expense of Contractor, if so requested.

H. TERMINATION

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provision of this

contract, the MPO may terminate this contract for default. The MPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performances set forth in this contract.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to the 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 cause to be made, pertaining to the underlying contract of 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.
- 2) 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 the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two 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.

J. BREACHES AND DISPUTES

- 1) *Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the RCRPC's Executive Director. This decision shall be final and conclusive unless within then (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Planning Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) *Performance During Dispute* – Unless otherwise directed by the RCRPC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) *Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) *Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RCRPC and the Contractor arising out of or

relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or if a court of competent jurisdiction with the State in which the RCRPC is located.

- 5) *Right and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of and duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RCRPC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

K. CLEAN AIR

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

L. CLEAN WATER

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees the Purchaser will, in turn, report each violation as required to assure notification to FTA and the Appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1) *Overtime requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages* – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore - shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, 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 the clause set forth in paragraph (1) of this section.

- 3) *Withholding for unpaid wages and liquidated damages* – The MPO 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 of any other federal contract with the same prime contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) *Subcontracts* – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring 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 paragraphs (1) through (4) of this section.

N. ENERGY CONSERVATION REQUIREMENTS

The Contract agrees to comply with mandatory standards and policies relating to energy. The laws of the State of Ohio shall govern the construction, interpretation, the Energy Policy and Conservation Act.

O. RECYCLED PRODUCTS

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

P. GOVERNING LAW

The laws of the State of Ohio shall govern the construction, interpretation, execution and enforcement of this Agreement.

Q. SEVERABILITY

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

R. PATENT RIGHTS

The Contractor Agrees that (a) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement or discovery, (b) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance or (c) When a patent is issued or patented information becomes available as described in the preceding section (b) of section R., the FTA will be notified immediately and a detailed report satisfactory to FTA will be provided.

S. RIGHTS IN DATA AND COPYRIGHTS

“*Subject data*” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the underlying agreement. 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 underlying agreement.

Upon final payment, all designs, plans, reports, specifications, drawings, subject data and other services rendered by Contractor shall become the sole property of the MPO, which shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use all such materials for authorized government purposes. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by Professional include, but are not limited to the Ohio Department of Transportation ("ODOT"), the Federal Transportation Administration ("FTA"), and the Federal Highway Administration ("FHWA").