

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
<i>Operating</i> Expenditures	\$9,466.58				
<i>Grant</i> Expenditures					
External Revenues	(\$9,466.58)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5532 Object 3401
 Program _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: *John Murphy*
 John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

N. Brian deLorenzo
 OFMB
9/28/12

J. J. Jacobson 9/27/12
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 9/28/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The University of South Florida Board of Trustees, a public body corporate for its Center for Urban Transportation Research (CUTR), hereinafter referred to as the CONSULTANT, whose Federal I.D. is 593102112.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Surface Transportation (Fixed Route Bus) scheduling and on time performance, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Mr. Fred Stubbs, telephone no. 561 841-4222.

The CONSULTANTS representative/liaison during the performance of this Contract shall: be Chris DeAnnuntis for technical concerns, telephone no. 813-974-8942 and Sharon Pinson for administrative concerns, telephone no. 813-974-0360.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on September 1, 2012 and complete all services by October 15, 2012

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services, materials, and expenses shall equal a total contract amount of Nine Thousand Four Hundred Sixty Six Dollars and Fifty Eight Cents (\$9,466.58). The CONSULTANT will bill the COUNTY upon project completion, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING [RESERVED]

Subcontracting is not authorized under this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials, though it is understood that CONSULTANT also is exempt from payment of Florida State Sales and Use Taxes as a state entity.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS.

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. This Contract is being funded in whole or in part by U. S. Department of Transportation (FTA) grant funding and the Contractor agrees as a condition of this Contract to provide and comply with the certifications and other applicable Federal provisions as set forth or referenced in Article 31 hereof.

ARTICLE 10 - INSURANCE

A. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

B. Without waiving the right to Sovereign Immunity as provided in Section 768.28, Florida Statutes, CONSULTANT acknowledges that it is self-insured under Florida's sovereign immunity statute with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence

or such monetary waiver limits as may, from time to time during the term of this Contract, be set forth in the Florida's sovereign immunity statute, which the COUNTY recognizes as acceptable regarding General Liability and Automobile Liability.

C. Without waiving the right to Sovereign Immunity or any other statutory provisions to the contrary, CONSULTANT acknowledges and agrees in the event COUNTY and/or Palm Tran Inc. is named in any legal action as a result of the negligent acts or omissions arising out of CONSULTANT's performance or failure to perform the contractual duties set forth in the terms of this Contract, CONSULTANT shall respond with all necessary defense of COUNTY and/or Palm Tran, Inc. in the same manner and to the same extent as if they were identified as an Additional Insured with CONSULTANT's self-insured program.

D. Certificate(s) of Insurance Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative, a Certificate(s) or Affidavit evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

All insurance must be acceptable to and approved by the COUNTY as to form, types of coverage, and acceptability of the insurers or self-insurance funds providing coverage. CONSULTANT acknowledges and agrees the CONSULTANTS self-insurance program will be Primary and COUNTY's self-insurance program will be Excess.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT, to the extent permitted by law, shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data purchased under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. CONSULTANT grants an irrevocable, royalty-free, non-exclusive license to intellectual property developed under this Agreement, for use by or on behalf of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

Notwithstanding anything contained in this Section 17, the COUNTY recognizes that under CONSULTANT's policy, the results of this project must be publishable and agrees that researchers engaged in the project shall be permitted to present at symposia, professional dissertations, or otherwise, the methods and results of the project.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract

and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY as well as any State or Federal Agency in the course of their duties, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Mr. Charles Cohen – Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, Fl. 3307

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Sharon Pinson Sponsored Research Administrator
University of South Florida, Division of Sponsored Research
3650 Spectrum Boulevard, Suite 160
Tampa, FL 33612

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 31 - ADDITIONAL PROVISIONS FOR FTA FUNDED CONTRACTS

This Contract is funded in whole or in part under a grant from the Federal Transportation Administration (FTA). The additional Terms, Conditions and Certifications set forth in Exhibit "B" attached hereto are applicable to the CONSULTANT and this Contract. The CONSULTANT shall complete the representations and information required therein and include the signed Exhibit "B" with the executed copies of this Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTRROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Chairman

WITNESS:
Sharon Pinson
Signature

CONSULTANT:
University of South Florida
Company Name

Sharon Pinson
Name (type or print)

Keith Anderson
Signature
Keith Anderson, CRA
Assistant Director, Division of Sponsored Research

Andrea Teitel
Signature

Typed Name

Andrea Teitel
Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Approved as to Form and
Legal Sufficiency

By _____
County Attorney

Henry W. Lavandera
Henry W. Lavandera
Attorney USF

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Department Director

EXHIBIT A

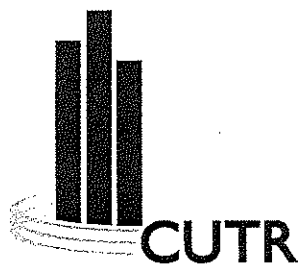
Proposal Summary:

**Vehicle On-Time Performance and Scheduling Process
Recommendations**



Palm Beach County's Public Transportation System

Prepared by the Center for Urban Transportation Research



Proposal Summary: Background, Tasks & Activities

- Palm Tran (PT) has implemented the AVAIL AVL/APC system which is working and providing PT with a wealth of schedule and ridership information;
- PT Fixed Route Service has had a 90% increase in ridership over the last ten years without a commensurate increase in service frequency or levels;
- PT's Fixed Route service given the impact of #2 above and budget freezes which for the last four years have maintained operating costs at the same level now has an average on-time performance of approximately 75-80% on most routes;
- PT does not have the staff or staffing levels necessary to properly review the AVL data or to effectively use this information to revise the schedules on its routes;
- PT believes that if it could properly review the data and revise schedules that it would be possible to **improve reliability with adjustment of running times without increases to its operating costs.**

Task 1: Kickoff Meeting and Data Collection

Activities: CUTR will visit PT, meet with staff that is responsible for route scheduling and be given access to a workstation where AVL data can be retrieved. With the assistance of staff, CUTR will run all necessary reports to obtain the data from the AVAIL ITS system. This data should contain, at minimum:

- Route level running times & schedule adherence by:
 - Weekday, Saturday, Sunday
 - Time of day, peak, off-peak, evening, night
 - Run, block, trip
 - Between published intermediate time points
 - Between 'phantom' time points, typically each bus stop, where available
- Passenger counts by bus stop where available

CUTR will also review historical farebox monthly ridership reports by route to determine the amount of seasonal variation that exists in Palm Tran's ridership, as there is not a full year of ITS generated data to review.

Task 2: Identify Four Fixed Bus Routes for Analysis & Scheduling Modification

CUTR staff will sample selected weeks/days of data to identify existing PT service that look to be good candidates for further review and scheduling. From this sample, four routes; including at least one major route, #2 or #3, will be identified for revised running time recommendations. The method of sampling data will be documented for further reference and considered in future task work on additional routes.

Task 3: Findings and Implementation

CUTR staff will work with PT staff to provide revised schedules for these four routes.

CUTR will make recommendations in the form of a report to Palm Tran staff that will include:

- How PT should best utilize its ITS/AVL information to monitor OTP given its limited staff;
- Any additional reports not currently available to PT that would assist in such a regular on-going effort;
- Based on the four route experience whether it would be cost effective for PT to look to do this for all of its routes.

Project Schedule

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Review of Existing Data and Policy						
Collect AVL Reports & Palm Tran Policy						
Review of AVL Data / Format						
Review Existing On Time Perform						
Review Existing Scheduling Process						
Findings & Recommendations						
Findings						
Recommendations Draft						
Meeting						

Project Budget

1. CUTR Labor + Fringe:	\$6,556.26
2 Travel Expenses:	\$1,017.00
3 Other(Mail, Telephone, Production, etc.)	\$0.00
4 Sub-contracting:	\$0.00
5 Sub-Total:	\$7,573.26
6 USF 25% Indirect	\$1,893.32
7 Total (Lump-Sum):	\$9,466.58

Project Staff

Rob Gregg, Transit Management Program Director, Mr. Gregg has extensive experience in all aspects of public transportation with a heavy emphasis on intergovernmental partnership coordination, financial analysis, grant administration, market research and transportation planning.

Justin Begley, Senior Research Associate, Mr. Begley has worked in transit planning and operations analysis for the past 10 years in the state of Florida. He has implemented a variety of ITS in Broward and Hillsborough counties for the local transit agencies. Mr. Begley received an Outstanding Achievement Award from ITS Florida in 2008 for his work in Tampa, FL.

Christopher P. DeAnnuntis, Senior Research Associate, has over 15 years of transportation planning experience, ten of which are specifically related to transit planning. He has monitored public transit system performance by developing service standards for the public transit agencies in Manatee, Sarasota and Volusia counties and the cities of Key West and Aventura.



This contract or purchase order is funded by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the provisions listed under the Master Grant Agreement FTA MA (18), dated October 1, 2011. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regulations at 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," dated November 1, 2008, Rev. April 14, 2009, as it may be amended from time to time, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects.

Master Grant Agreement FTA MA (18) dated October 1, 2011: <http://www.fta.dot.gov/documents/18-Master.pdf>
Circular 4220.1F, dated November 1, 2008, Rev. April 14, 2009: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F. The BPPM is available at: http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html The Code of Federal Regulations (CFR) website is available at: <http://www.gpoaccess.gov/cfr/index.html>.

PART A

GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS AND PURCHASE ORDERS

- 1. Prohibited Interest.** No employee, officer, or agent of Palm Beach County shall participate in the selection, award, or administration of a contract, third party contract, or subcontract, in a manner that presents a real or apparent personal or if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Palm Beach County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (contractor). No Palm Beach County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any present or potential contractor, subcontractor, or parties to subagreements.
- 2. Interest of Members of Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or purchase order or to any benefit arising there from.
- 3. No Government Obligation to Third Parties.** The contractor agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this contract or purchase order. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.
- 4. Program Fraud and False or Fraudulent Statements.** The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this contract or purchase order. Upon execution of the underlying contract, the contractor certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the contract or the underlying FTA assisted project for which this contract or purchases order is being performed. In addition to other penalties that may apply, the contractor further acknowledges that if it makes 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 may deem 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 in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate. The contractor agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. Contractor shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision,



5. Federal Changes. The 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 Grant Agreement (FTA MA(18) dated October 1, 2011) between Palm Beach County and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

6. Incorporation of Federal Transit Administration (FTA) Terms. This contract, agreement or purchase order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. April 14, 2009, and the FTA's Master Grant Agreement with Palm Beach County (FTA MA(18) dated October 1, 2011), as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the County to be in violation of its Agreement with FTA, or County to be in violation of any FTA terms and conditions applicable to this Project of any grant the County may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

7. Access to Records.

- a. The contractor agrees to provide Palm Beach County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, inspections, examinations, excerpts, transcriptions, and reports. Contractor further agrees to provide Palm Beach County, the FTA Administration or their authorized representatives or agents access to contractor's records and construction sites pertaining to a major capital project as defined at 49 USC 5302(a)(1) which is receiving federal financial assistance through any program described at 49 USC 5307, 5309 or 5311. The contractor shall require its subcontractors to provide access to their books, documents, papers and records to the representatives identified above for the purposes described herein.
- b. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as may be reasonably requested.
- c. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (including a Project Management Oversight (PMO) contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311.
- d. The contractor further agrees to maintain all books, records, accounts, and reports required under this contract for a period of 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 contractor agrees to maintain same until Palm Beach County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. See also 49 CFR 18.39(i)(11).

8. Disadvantaged Business Enterprise (DBE).

- a. This contract or purchase order is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b. The contractor, subrecipient, or subcontractor agrees that it 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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contractor or such other remedy as with the concurrence of Palm Beach County, deems



appropriate. Each subcontract that the contractor enters into must include the assurance of non-discrimination set forth in this paragraph.

- c. The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.
- d. This contract or purchase order is being funded, in whole or in part with Federal financial assistance. Accordingly, it is the policy of Palm Beach County, to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded the maximum opportunity to receive and participate as subcontractors and suppliers on all contracts funded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

9. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. Full and Open Competition. In accordance with 49 CFR Part 18 (the Common Grant Rules), the contractor shall maintain a contract administration system that ensures that it and all subcontractors comply with the terms conditions and specifications of their contracts or purchase orders and all applicable Federal, State and local laws, rules, regulations and requirements. In addition, FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

EXHIBIT B

11.. Civil Rights. The following requirements apply to this contract:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC §12132, and Federal transit law at 49 USC §5332, as each may be amended from time to time, 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 all applicable federal implementing regulations and any other implementing requirements FTA may issue.

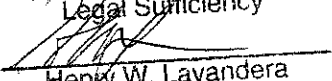
b. Equal Employment Opportunity. The following equal opportunity requirements apply to this contract:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §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 CFR 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 USC §2000e note), and with any other 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.

(2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

c. 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 to identify the affected parties.

Approved as to Form and
Legal Sufficiency

Henry W. Lavandera
Attorney USF





**EXHIBIT 8
FEDERAL REPRESENTATIONS AND CERTIFICATIONS**

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED

BLOCK REPRESENTATIONS AND CERTIFICATIONS

1. Contingent Fee

A. Except for full-time bona fide employees working solely for the Offeror/Bidder, the Offeror/Bidder represents as part of its offer that it **has not** employed or retained any company or persons to solicit or obtain this contract, and **has not** paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

B. The Offeror/Bidder agrees to provide information relating to A. above, as requested by the Contracting Officer and, when any item in subparagraph A. is answered affirmatively, to promptly submit to the Contracting Officer a completed Standard Form 119 "Statement of Contingent or Other Fees."

2. Interest of Public Officials

The Offeror/Bidder represents and warrants that no employee, official, or member of the Board of County Commissioners is or will be interested or benefited directly or indirectly in this contract.

3. Covenant Against Gratuities

The Offeror/Bidder represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the County with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract. See Paragraph 3 above entitled "Interest of Public Officials."

4. Certification of Independent Price Determination

A. By submission of this offer, the Offeror/Bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

i. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror/Bidder or with any competitor.

ii. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror/Bidder and will not knowingly be disclosed by the Offeror/Bidder prior to the opening (in the case of an advertised procurement), directly or indirectly to any other Offeror/Bidder or to any competitor; and

iii. No attempt has been made or will be made by the Offeror/Bidder to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each person signing this offer certifies that:

i. He is the person in the Offeror/Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to A.i through A.iii. above; or

ii. He: (I) is not the person in the Offeror/Bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an



agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A.i. through A.iii. above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to A.i. through A.iii. above.

5. Disadvantaged Business Enterprise Goals

The Offeror/Bidder certifies that it will comply with the provisions of this solicitation entitled "Disadvantaged Business Enterprises Program".

6. Certification of Non-Segregated Facilities

A. By the submission of this offer, the Offeror/Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

B. The Offeror/Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

C. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

D. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

i. Obtain identical certifications from proposed subcontractors before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity Clause;

ii. Retain such certifications in its files; and

iii. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-Segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

7. Conflict of Interest Certification

This certification is required to be completed if the solicitation is a Request for Proposal (not required for Invitation for Bids).

The prospective contractor by submission of this offer certifies that:

A. The Federal Representations and Certifications as included in this Exhibit 8 Paragraph 3 above entitled "Interest of Public Officials", **have been read and understood** and that they will be incorporated



into any contract resulting from this solicitation. The prospective contractor further understands that the pecuniary interest in that clause includes employment relationships.

B. The prospective contractor understands the County has an internal conflict of interest policy for its employees which includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the County.

C. No employee of the firm is related to a County employee. If the prospective contractor has an employee in its firm related to a County employee, this offer must be submitted with a letter to the Contracting officer explaining the relationship and attach the letter as an Exhibit.

D. The requirement of this certification has been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my proposal.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

Prospective Contractors: After carefully reviewing the above Federal Certifications and Representations if your company is ready, willing and able to comply with all regulations as they apply to this project and as detailed in this document in Part A and B and as covered on all exhibits and attachments, please provide the following data and sign were applicable as directed in these two pages. Offers submitted by offerors/bidders with these pages blank or partially complete will be determined to be non-responsive.

***Disadvantaged Business Enterprise (DBE):** The Offeror/Bidder represents as part of its offer that:

(Mark one with an "X"): It _____ is X is not a Disadvantaged Business Enterprise (DBE).

(It is not a requirement that the offeror/bidder be a Certified DBE, Palm Beach County is required to account for certified DBE offerors/bidders).

***Parent Company and Identifying Data**

E. The Offeror/Bidder represents as part of its offer/bid that: (Mark one with an "X"): IT IS _____; IT IS NOT X owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50% of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the Offeror/Bidder through the use of dominant minority voting rights, use of proxy voting, or otherwise.

F. If the Offeror/Bidder is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number: 593102112

G. If the Offeror/Bidder is owned or controlled by a parent company, it shall enter below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

Name of Parent Company and Main Office Address (Include Zip and Phone):

Parent Company's Employer's Identification #:



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

EXHIBIT B

Palm Beach County Board of County Commissioners
PALM TRAN



**AN AUTHORIZED FIRM REPRESENTATIVE MUST SIGN THE FOLLOWING
PAGE**

The Offeror/Bidder by submission of this offer/bid certifies that it has read, and understands the obligations of this contract and that it can comply with the federal regulations as they apply to this project and as detailed in the statements listed above. By signing this certifications and representations, the Offeror/Bidder's authorized representative certifies that: The firm he/she represents will comply with all the regulations and requirements as specified above; that, as related to this project, the firm will include all regulations and requirements without modifications in the contracts with subcontractors and that it has appropriate procedures to ensure compliance of the federal regulations.

WHERE THE PROSPECTIVE CONTRACTOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE PROSPECTIVE CONTRACTOR SHOULD INDICATE THE SECTION IT IS UNABLE TO COMPLY WITH, AND ATTACH A WRITTEN EXPLANATION TO THIS OFFER AS AN EXHIBIT.

Name of Bidder And Address (Include Zip & Phone):

University of South Florida 813 974-0360

3650 Spectrum Boulevard, Suite 160

Tampa, FL 33612

Signature of Authorized Representative for Bidder:

Keith Anderson

Print Name of Authorized Representative for Bidder:

Keith Anderson, CRA
Assistant Director, Division of Sponsored Research

Date: 8/29/12

Offeror/Bidder MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS EXHIBIT). FAILURE TO DO SO SHALL RENDER THIS BID/OFFER NONRESPONSIVE OR UNACCEPTABLE. A FALSE STATEMENT IN ANY BID OR PROPOSAL SUBMITTED TO THE COUNTY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF APPLICABLE FEDERAL AND/OR STATE LAWS.

This contract or purchase order is funded by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the provisions listed under the Master Grant Agreement FTA MA(18) dated October 1, 2011. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regulations at 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," dated November 1, 2008, as may be amended, and other laws and regulations governing procurement activities for Palm Beach County programs and projects.

Master Grant Agreement FTA MA (18) dated October 1, 2011: <http://www.fta.dot.gov/documents/18-Master.pdf>
Circular 4220.1F, dated November 1, 2008, as amended: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F, BPPM is available at: http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html References to the Code of Federal Regulations (CFR) website are available at: <http://www.gpoaccess.gov/cfr/index.htm>



CERTIFICATE OF LIABILITY PROTECTION

This certificate shall provide a summary of the liability protection of the Florida Board of Governors (FBOG) and/or the University of South Florida Board of Trustees (UBOT), as provided by law, for claims and actions which arise from the acts or omissions of health care faculty and other professional employees, residents and students of the University of South Florida Health Sciences Center.

The FBOG and/or UBOT as provided by law, is a State agency, and to the extent the State of Florida has partially waived its immunity to tort claims as described in Section §768.28, Florida Statutes, the FBOG and/or UBOT as provided by law, is protected for a claim or judgment by any one person in a sum not exceeding ONE HUNDRED THOUSAND (\$100,000) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding TWO HUNDRED THOUSAND (\$200,000), such protection being provided on an occurrence basis by the University of South Florida Health Sciences Center Self-Insurance Program (USF SIP).^{*} In the event the legislature awards an amount greater than \$200,000^{*} in the form of a claims bill or as otherwise set forth in §768.28, additional protection may be available. If available, this protection will be on a claims made basis and the specific terms of the coverage may vary depending upon the policy year in which the claim is reported. This protection will be available only in the event of affirmative action by the legislature.

Medical, nursing, public health, physical therapy, and pharmacy students participating in approved clinical activities are provided liability protection of \$100,000/\$200,000.^{*}

Professional liability action filed against the FBOG and/or UBOT as provided by law, pursuant to Section §768.28 F. S., are subject to §766.112(2), F. S., which provides that any judgment shall be on the basis of comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the FBOG and/or UBOT as provided by law, shall be pursuant to §768.28, F. S. Further, it is the opinion of the General Counsel of the USF that USF SIP is legally prohibited from adding as "insureds" or "protected entities" any individual or entity not described in §1004.24, or other statute specifically authorizing protection as indemnity or save-and-hold-harmless or similar agreements.

This certificate is issued for credentialing purposes only and is issued only as a matter of information and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies described herein. This certificate shall remain in effect until such time as it is modified in the future by the Self-Insurance Programs.



John P. Liston, Director
USF Health Sciences Center Self-Insurance Programs

^{*}For incidents occurring on or after October 1, 2011, the sovereign immunity limits of \$200,000/\$300,000 are applicable.

SELF-INSURANCE PROGRAM • USF HEALTH
University of South Florida • 12901 Bruce B. Downs Boulevard MDC43 • Tampa, FL 33612-4799
(813) 974-8008 • Fax (813) 974-8114 • USFSIP@health.usf.edu



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-0281 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: University of South Florida

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2012

Expiration Date: July 1, 2013

CHIEF FINANCIAL OFFICER

DFS-D0-867
(REV. 8/09)



STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

- I. Coverages
- A. Coverage A - Workers' Compensation
To pay promptly when due all compensation and other benefits required of the Insured by the Workers' Compensation Laws.
- B. Coverage B - Employer's Liability
To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.
- II. Defense, Settlement, Supplementary Payments
As respects the insurance afforded by the other terms of this certificate, the Fund shall:
- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.
- III. Definitions
- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State - Any state or territory of the United States of America and the District of Columbia.
- (c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the Insured.
- IV. Applications of Coverage
This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.
- V. Exclusions
This certificate does not apply under Coverage B:
- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- VI. Conditions:
- A. Premium
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.
- B. Inspection
The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

- (1) Notice of Injury
 When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.
- (2) Notice of Claim or Suit
 If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.
- (3) Assistance and Cooperation of the Insured
 The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.
- (4) Statutory Provisions - Coverage A
 The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.
 All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.
 The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.
- (5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

- (6) Other Insurance
 Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.
 Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.
- (7) Subrogation
 In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- (8) Cancellation
 Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.
- (9) Terms of Coverage Conformed to Statute
 Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.
- (10) Self-Insurance Coverage
 Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.