



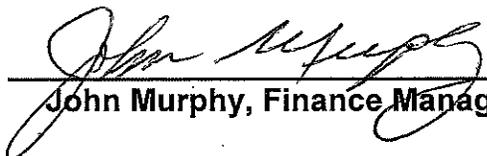
**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Grant Expenditures	\$38,747				
Operating Costs					
External Revenues	(\$38,747)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$0</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>				

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5532  
 Object 3401 Reporting Category Z711-GY10

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

C. Departmental Fiscal Review:   
 John Murphy, Finance Manager

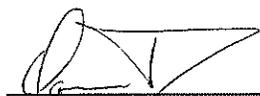
**III. REVIEW COMMENTS**

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

 10/3/13  
 OFMB HA HA-0303  
 10/3

 10/15/13  
 Contract Dev. and Control  
 107113 Bidder

**B. Legal Sufficiency:**

 10/15/13  
 Assistant/County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**  
CUTR/Palm Tran Route Study

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 dated August 20, 2013 and attached hereto as Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Mr. Fred Stubbs, whose telephone number is 561 841-4222.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Chris DeAnnuntis for technical concerns, telephone number 813-974-8942 and Sharon Pinson for administrative concerns, telephone number 813-974-0360.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon execution of this Contract and complete all services by March 31, 2014. 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 Thirty Eight Thousand Seven Hundred Forty Seven Dollars (\$38,747). The CONSULTANT will bill the COUNTY quarterly, or as otherwise provided, 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. Expenses incurred by CONSULTANT are included in the fixed price and are not separately reimbursable under this Contract.
- 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 for cause upon five (5) days written notice to the CONSULTANT, or without cause and for the convenience of the COUNTY, upon ten (10) days written notice to the CONSULTANT. CONSULTANT further acknowledges that one dollar of the sum to be paid by COUNTY under this Contract (and included within CONSULTANTS indirect costs), is paid as special consideration to CONSULTANT, the adequacy of which is hereby acknowledged, for COUNTY'S right to terminate for convenience as described herein and in Part B of Exhibit B.

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 insures or self-insurance funds providing coverage. CONSULTANT acknowledges and agrees the CONSULTANT'S 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 and Palm Tran, Inc. and their respective 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. This statement shall not be interpreted or construed as a waiver of CONSULTANT's sovereign immunity under Florida law.

## **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.

## **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.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or Palm Tran, Inc., No provision of this Contract is intended to nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY, Palm Tran, Inc. and the CONSULTANT.

## **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.

Pursuant to §1004.01(2), Fla. Stat., all drawings, maps, sketches, programs, data base, reports and other data developed by CONSULTANT under this Contract shall be and remain the CONSULTANT'S property. CONSULTANT grants COUNTY 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 and/or Palm Tran, Inc.. 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 and/or Palm Tran, Inc. shall be that of an Independent Contractor and not as employees or agents of the COUNTY and/or Palm Tran, Inc..

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 five (5) 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 and shall be 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**

In addition 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, Florida 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 of the "Contractor" set forth in Exhibit 'B' attached hereto are made applicable to the CONSULTANT and this Contract. The CONSULTANT shall perform all duties and obligations of the Contractor as described in Exhibit B and shall complete the representations and information required therein and include the signed Exhibit "B" with the executed copies of this Contract.

In addition, CONSULTANT is encouraged to:

- A. To adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate CONSULTANT-owned, rented or personally operated vehicles.
- B. To adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging, and to include this requirement in each subagreement it enters into related to this Contract. Specifically, the CONSULTANT is encouraged to comply with:
  - (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. 402 note; and
  - (2) U.S. DOT Order 3902.10, Text Messaging While Driving," Dec. 30, 2009,
  - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
    - (a) Definitions. As used in this Special Provision:
      1. "Driving":
        - a. Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, traffic light, stop sign, or otherwise, and
        - b Does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary, and
      2. "Text Messaging":

a means reading from or entering data into any handheld or other electronic device, including a device for the purpose of:

- (i) Short message service texting,
- (ii) E-mailing
- (iii) Instant Messaging
- (iv) Obtaining navigational information,
- (v) Engaging in any other form of electronic data retrieval, or
- (vi)

Engaging in any other form of electronic data communication, and

B Unless the practice is prohibited by State or local law, "distracted driving" does not include the use of a cell phone or other electronic device for the limited purpose of:

- (i) Entering a telephone number to make an outgoing call, or
- (ii) Answering an incoming call,

(b) Safety. CONSULTANT agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while:

- 1. Using an employer supplied electronic device, and
- 2. Driving:

A A vehicle you own or rent,

B A vehicle the CONSULTANT owns, leases or rents,

C A privately- owned vehicle:

- (1) When on official Contract-related business, or
- (2) When performing and work for or related to the Contract,

D Any vehicle, on or off duty

(c) Size. CONSULTANT agrees that workplace safety initiatives will be conducted in a manner commensurate with its size, such as:

- 1. Establishing new rules and programs to prohibit text messaging while driving,
- 2. Re-evaluating existing programs to prohibit text messaging while driving, and
- 3. Provide education, awareness, and other outreach to employees about safety risks associated with texting while driving.

## **ARTICLE 32 - E- VERIFY**

A. The COUNTY has agreements with the Florida Department of Transportation (FDOT) which require the COUNTY to agree and assure FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of the CONSULTANT's employees and the employees of CONSULTANT's subcontractors. Accordingly, the CONSULTANT agrees that it will utilize the System, in accordance with the law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Work to verify the employment eligibility of its employees. The CONSULTANT shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the COUNTY and FDOT on forms and in the manner required by the COUNTY.

B. The CONSULTANT acknowledges that the COUNTY has received and will seek funds from FDOT, and that such funds may be used to pay the CONSULTANT for the services it provides under this Agreement. The CONSULTANT further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. The CONSULTANT affirms that it will not employ unauthorized aliens or take any other act

C. which may cause the COUNTY to be in violation of any term or condition of any agreement between the COUNTY and FDOT.

**(Remainder of Page Intentionally Left Blank)**

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 COMPTROLLER**

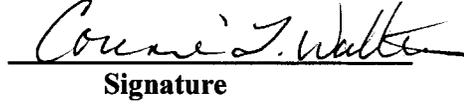
**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Mayor**

**WITNESS:**  
  
Signature

Sharon Pinson  
Name (type or print)

  
Signature

Corinne T. Walters  
Name (type or print)

**CONSULTANT:**  
\_\_\_\_\_  
**The University of South Florida**

  
Signature

Keith Anderson, CRA  
Associate Director, Division of Sponsored Research

\_\_\_\_\_  
Typed Name

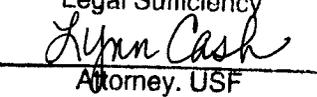
\_\_\_\_\_  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

(corp. seal)

By \_\_\_\_\_  
**County Attorney**

**APPROVED AS TO TERMS  
AND CONDITIONS**  
By   
**Department Director**

Approved as to Form and  
Legal Sufficiency  
  
Attorney. USF



DEPARTMENT OF FINANCIAL SERVICES  
*Division of Risk Management*

STATE RISK MANAGEMENT  
TRUST FUND

Policy Number: GL-0281

General Liability  
Certificate of Coverage

Name Insured: University of South Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

CHIEF FINANCIAL OFFICER

DFS-D0-863  
(REV. 3/01)



STATE RISK MANAGEMENT TRUST FUND  
GENERAL 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 provided general liability coverage. 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**

**General Liability Coverage--Bodily and Property Damage**

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

**II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

With respect to such coverage as is afforded by 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 premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

**III. DEFINITIONS**

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) **Volunteer** - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) **Automobile** - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
  - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

**IV. EXCLUSIONS**

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

- thereof, or out of materials, parts, or equipment furnished in connection therewith;
- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
  - (j) to punitive damages;
  - (k) to actions of Insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
  - (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
  - (m) to liability related in any way with nuclear energy;
  - (n) to liability assumed by the insured under any contract or agreement;
  - (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
  - (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

## V. 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, 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. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

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

- (1) **Event of Occurrence**  
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**  
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**  
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

### (4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

### (5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

### (6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

### (7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

### (8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

### (9) 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.

### D. 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.

# CUTR REPORT

## Phase II: Vehicle On-Time Performance and Scheduling Process Recommendations

August 20, 2013

PREPARED FOR  
Palm Beach County's Public Transportation System



Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Ave., CUT100, Tampa, FL 33620-5375

**Proposal Summary:**

**Phase II: Vehicle On-Time Performance and Scheduling  
Process Recommendations**



**Palm Beach County's Public Transportation System**

**Prepared by the Center for Urban Transportation Research**



**August 20, 2013**

## **Proposal Summary: Background, Tasks & Activities**

In Phase I of this study, CUTR and PalmTran embarked on an effort to improve vehicle on-time performance and scheduling under the following assumptions:

- Palm Tran (PT) has implemented the AVAIL Automated Vehicle Location (AVL)/ Automated Passenger Counter (APC) system which is providing the agency with a wealth of schedule and ridership information.
- PalmTran fixed-route service has had a 90% increase in ridership over the last ten years without a commensurate increase in service frequency or levels.
- Reports indicate that PalmTran's fixed-route service now has an average on-time performance of approximately 75-80% on most routes.
- PalmTran believes that if it could analyze the data schedules could be properly adjusted to improve reliability and use existing resources more effectively.
- PalmTran is seeking a methodology that can eventually be used by staff to support the service review committee in evaluating and improving service performance.

With these assumptions, PalmTran asked CUTR to engage a development process whereby all of the reports in Avail's Datapoint software were examined and then vetted to determine usefulness in the on-time performance and scheduling functions. CUTR then used the development process in harnessing Datapoint reports to apply those reports to 5 routes in the system. From the review of the initial five routes, there was confirmation that the final bullet above is both possible and viable: PalmTran can use Datapoint data to "revise schedules...to improve reliability and service performance

Now that the development activities of the first phase have been completed, PalmTran has asked CUTR to embark on a second effort to

conduct a thorough analysis of eleven PalmTran routes which are all deemed to have poor on-time performance and schedule adherence. The eleven routes are: Routes 1, 3, 4, 10, 20, 21, 33, 49, 64, 70, and 80. The budget for this Phase II effort has been developed by clearly articulating the exact number of reports and data records to be used in performing the analysis.

The following tasks provide the approach and effort required for this analysis.

### **Task 1: Data Collection**

**Operations Report – Schedule Adherence –** Report parameters allow for one day of schedule adherence by timepoint departure up to one month of timepoint departures, expressed in percentages.

- For each of the eleven routes, CUTR will run monthly Schedule Adherence Reports for July 2012 (school out), and March 2013 (school in).

**Hours Estimate:** 2 hours per route X 11 routes = 22 hours

**Running Times Report –** Report parameters allow for one day of running times by trip up to 7 days of running times by trip with generated averages for the 7 days.

- For each of the eleven routes, CUTR will run average 21 days of weekday service in July 2012 (school out), and March 2013 (school in).

Execution of these report generations is contingent upon the data still being uploaded to Datapoint and not archived. If archived, PalmTran will need to assist CUTR in either retrieving the time periods that are no longer available or select new time periods based on data availability. Also, CUTR notes that currently the only way to average and synthesize 21 days of data is to manually average individual 7 day reports from Datapoint. This manual process is possible by importing Datapoint data into Microsoft Excel.

**Hours Estimate:** 32 hours per route X 2 routes = 64 hours

16 hours per route X 9 routes = 144 hours

**Overall Scheduled and Average Running Time at the Trip Level**

– This report is a derivative of Running Times Report and provides a seven day average of scheduled vs. actual average running times at the trip level.

- For each of the eleven routes, CUTR will collect one average of 7 days of weekday service in July 2012 (school out), and March 2013 (school in).

CUTR notes that currently the only way to generate this report is to manually import Datapoint data into Excel and then generate the average vs. scheduled time for each trip over the seven day period.

**Hours estimate:** 8 hours per route X 11 routes = 88 hours

**Daily Run Time Report** – Report parameters allow only one day for each run PalmTran operates. CUTR has previously notified PalmTran that the indexing of run times is accurate but the data yielded on queried runs is for different routes. If PalmTran can ask Avail to fix this issue, then CUTR will use the reports directly from Datapoint. If not, CUTR will manually go through each daily run time report and create a reconciliation of indexed run numbers and the run number of the report that is yielded. CUTR estimates an additional 40 hours will be needed to create the reconciliation.

- For each of the eleven routes, CUTR will collect one of each run over a ten day period of weekday service for any ten days of PalmTran's choosing. Currently and collectively, the 11 routes have 106 weekday runs operating out of the Main and South County garages. Therefore, 106 runs with 10 samples each would comprise 1,060 samples.

**Hours Estimate:** 1,060 samples / 6 samples per hour = 177 hours

Add 40 hours if run reconciliation is necessary

## **Task 2: Analyses and Recommendations**

From the data collection efforts, CUTR will analyze the following for all eleven routes:

- Overall schedule adherence for weekday school out and school in for all eleven routes
- Overall scheduled vs. actual running times between timepoints weekday for school out and school in for all eleven routes
- Overall scheduled vs. actual running times per trip weekday for school out and school in for all eleven routes
- Average dwell time analysis for each of the ten samples of Daily Run Time Reports for all eleven routes weekday
- A full and complete timed-transfer analysis for the Routes 1, 3, 10, 20, and 21 at the Gardens Mall
- CUTR will conduct field investigations to verify scheduling recommendations from AVL by riding the Routes 1 and 3.

Additional analyses will be conducted for the Routes 1, 3, 64, 70, and 80 only:

- Paper schedules based on revised and recommended running time adjustments; and
- A scheduling analysis for the new Bolt Limited Stop service on the Route 1, including the feasibility of extending the route north of the Palm Beach Intermodal Center. This will be accomplished in conjunction with the field investigations in bullet 6 above for the Routes 1 and 3.

CUTR expresses to PalmTran that if any of the five routes above are interlined, we may require assistance from PalmTran's scheduler in preparing the revised schedules.

**Hours Estimate:** 160 hours for full analysis and recommendations.  
**Task 2 Deliverable:** From these analyses, CUTR will supply detailed recommendations at the route level for all of the eleven routes in the study.

**Interim Deliverable:** Draft Report for Routes 3 and 64 as PalmTran priorities within two months of NTP.

**Deliverable:** Draft Report  
Final Report

## **Presentations**

CUTR will make presentations to the PalmTran Route Review Committee, the PalmTran Service Board, and the Board of County Commissioners.

## **Schedule:**

The project will take seven months to complete from the date of Notice to Proceed.

Budget:

### **Project Budget**

1	<b>CUTR Labor + Fringe:</b>	\$26,998
2	<b>Travel Expenses:</b>	\$4,000
3	<b>Other(Mail, Telephone, Production, etc.)</b>	\$0
4	<b>Sub-contracting:</b>	\$0
5	<b>Sub-Total:</b>	\$30,998
6	<b>USF 25% Indirect</b>	\$7,749
7	<b>Total (Lump-Sum):</b>	\$38,747

## **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.

**William Morris** is a Senior Research Associate at the Center for Urban Transportation Research (CUTR) at the University of South Florida. He specializes in providing technical assistance to transit systems, with a focus on transit feasibility studies, marketing studies and transit development plans. He also offers extensive expertise in community outreach, paratransit and Americans with Disabilities Act (ADA) planning, and long-term strategic planning, having served as a Strategic Planning Project Manager for the Central Florida Regional Transportation Authority and a Transit Planner for the Hillsborough Area Regional Transit Authority.

**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.

**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

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 (19), dated October 1, 2012. 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. 3/18/2013, 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 (19) dated October 1, 2012: <http://www.fta.dot.gov/documents/19-Master.pdf>  
Circular 4220.1F, dated November 1, 2008, Rev. 3/18/2013: [http://www.fta.dot.gov/legislation\\_law/12349\\_8641.html](http://www.fta.dot.gov/legislation_law/12349_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](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,



**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

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(19) dated October 1, 2012) 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. 3/18/2013, and the FTA's Master Grant Agreement with Palm Beach County (FTA MA(19) dated October 1, 2012), 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. **Civil Rights.** The following requirements apply to this purchase order or 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.



**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

b. Equal Employment Opportunity. The following equal opportunity requirements apply to this purchase order or 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 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.

**9. Disadvantaged Business Enterprise (DBE).**

Palm Tran, as the operator and manager of Palm Beach County's public transit system, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Code of Federal Regulation 49 CFR Part 26 defines a DBE as a for-profit small business concern that is subject to the following requirements:

- 1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals **AND**
- 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In order to overcome the effects of discrimination and its past influence on DBEs, in compliance with DOT mandates, PALM TRAN establishes an annual overall goal for DBE participation. Attainment of this goal may be achieved through Race Neutral or Race Conscious means. *Race Neutral* means are aimed at achieving the participation of small businesses in Palm Beach County contracts without respect to the gender or race of the owner. A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. When the use of Race Neutral means do not substantially contribute towards the overall agency goal for DBE participation, PALM TRAN also utilizes Race Conscious means as a method of achieving a "level playing field" for DBEs seeking to participate in federal-aid transportation contracting. *Race Conscious* means are aimed at achieving the desired



**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

level of participation among certified DBE firms.

a. This contract or Palm Tran purchase/work order is being funded, in whole or in part with the Department of Transportation (DOT) financial assistance. Accordingly, it is the policy of Palm Beach County, to

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

b. This contract or purchase/work order is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. 99-1617 setting forth Palm Beach County's Disadvantaged Business Enterprise Program.

c. The contractor and its subcontractors for this project 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 the work associated with 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 Palm Beach County deems appropriate. Each subcontract that the contractor enters into must include the assurance of non-discrimination set forth in this paragraph.

d. DBE Participation Goals:

If a DBE participation goal has been established for this contract, the level of DBE participation proposed will be a factor in determining the award. Although all bidders must meet the required bid procedures specified by Palm Tran, contracts will only be awarded to the bidder who meets either of the following criteria:

Achieves the DBE participation goal as specified below

OR

Submits documentation detailing the Good Faith Efforts made in researching potential DBE subcontractors.

If a DBE participation goal has not been established for this project, Palm Tran encourages the Prime Contractor to make every attempt to secure a level of DBE participation that contributes toward the achievement of Palm Tran's overall DBE goal.

( ) **DBE Goal Established For This Contract:** The bidder shall make a Good Faith Effort to subcontract at least \_\_\_\_\_ % of the dollar value of the total amount of this contract to certified DBE Subcontractors (Race Conscious).

OR

( X ) **No DBE Goal Established For This Contract:** Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) in the completion of this contract (Race Neutral).

The overall goal setting provisions of 49 CFR Part 26 require that the County, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which contractors are obtained. In this regard, the County has established DBE participation goals and said

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goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project. To be considered responsive, each Bidder must correctly submit with the bid a completed Schedule of DBE Participation Form, executed Letters of Intent, and the DBE Unavailability Report with good faith documentation when applicable with the bid. Palm Beach County will review all forms to determine their responsiveness:

1. Letter of Intent to Utilize DBE Subcontractors – **Exhibit 1. TO BE SUBMITTED WITH BID**
2. Schedule of DBE Participation – **Exhibit 2. TO BE SUBMITTED WITH BID**
3. DBE Unavailability Report, **TO BE SUBMITTED WITH BID only required if goals were not met** – **Exhibit 3.**
4. DBE Utilization Report – **Exhibit 4. TO BE SUBMITTED WITH PAY APPLICATIONS**
5. Final DBE Utilization Report – **Exhibit 5. TO BE SUBMITTED WITH FINAL PAY APPLICATION**

These forms are included herein as Exhibits 1, 2, 3, 4, and 5.

For the purposes of goal achievement, the County requires the successful Bidder to use firms certified as DBEs in accordance with Federal guidelines. The State of Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms which is available to bidders.

The directory mentioned above is available for use by VENDORS online at <http://www.dot.state.fl.us/equalopportunityoffice/>, click on DBE Directory on the right side of the page. Detailed directions on how to access the site, search for DBEs and Download the Directory are included herein as Attachment 1.

**Schedule of DBE Participation:**

BIDDER must list the proposed subcontractors in the Schedule of DBE Participation form indicating the type of work to be performed and a projection of subcontract amount or percentage of fees to be awarded, if selected.

**Letter of Intent:**

A Letter of Intent must be executed by the BIDDER and countersigned by all DBE subcontractors listed in the Schedule of DBE Participation form. The information contained in the Letter of Intent and the Schedule of DBE Participation with regard to the proposed level of DBE participation should be the same as to content. Each DBE subcontractor listed on the Schedule of DBE Participation must be certified as DBE prior to bid opening in order to be eligible for award.

For further information, contact Palm Tran's DBE Liaison at (561) 841-4241.

**DBE Unavailability Report – Good Faith Efforts:**

BIDDER that submits a DBE Unavailability Report, (Exhibit 3 - SAMPLE), must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if BIDDER wishes to remain eligible for award. Reasonable efforts as determined by 49 CFR Part 26 – Appendix A to Part 26 – Guidance Concerning Good Faith Efforts, to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media concerning subcontracting opportunities.
- Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms, allowing an adequate amount of time for response and inquiry from interested parties.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Records of providing interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
- Records of discussions with interested DBEs about the required capabilities of the project and performing a thorough investigation of the DBEs qualifications to determine inherent competencies.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the BIDDER or COUNTY.



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- A report submitted by the BIDDER to County, prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
  - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted.
  - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with DBE, if needed to meet the stated goal, were not reached.
  - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
  - A list of each DBE that bid on a Subcontract but declared "unqualified" by the BIDDER, a detailed statement of the reasons for the Bidder's conclusion.
  - Any additional information on methods used to reach DBEs and the result.

**Certification**

**ALL PROSPECTIVE DBEs MUST BE CERTIFIED BY THE FLORIDA UNIFORM CERTIFICATION PROGRAM (UCP) AT THE TIME OF SUBMITTAL OF THE BID.** If a Subcontractor is not certified by the aforementioned entities at the time of submission, the Prime Contractor cannot report the non-certified business' participation, nor include that company's dollar value of work towards any established DBE goals. Information on how to apply for DBE certification may be obtained from PALM TRAN's DBE Liaison at [csalazar@pbcgov.org](mailto:csalazar@pbcgov.org). As a non-certifying member of the Unified Certification Program (UCP) within the state of Florida, where FDOT is the host agency, PALM TRAN will accept DBEs certified by FDOT and will accept DBE certification decisions made other Florida UCP Certifying members.

- e. CONTRACTOR agrees that throughout the term of this Agreement, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** and **Exhibit 2 (Schedule of Participation)** shall remain at least at the percentage levels set forth therein.
- f. CONTRACTOR agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within five (5) days following receipt of payment of retained amounts from COUNTY, or within ten (10) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.
- g. CONTRACTOR agrees that nonpayment of a subcontractor or supplier shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.
- h. CONTRACTOR agrees to submit a monthly report to County's contract representative (with a copy to Palm Tran's DBE Liaison), on DBE participation, which should contain a record of payments made to its DBE subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 4- DBE Utilization Report**. Reports should be submitted by the 10<sup>th</sup> day of each month.
- i. CONTRACTOR agrees to submit a Final DBE Participation Report containing the total amount paid to its DBE subcontractors to County. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 5 - Final DBE Utilization Report**.

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j. CONTRACTOR shall certify to COUNTY, the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at contract award.

k. CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the agreement and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the agreement have been met, notwithstanding any other provisions of the Agreement, shall be cause for COUNTY to withhold further payments under the agreement until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the agreement, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

A CONTRACTOR whose performance falls short of its original commitments shall be subject to the compliance mechanisms the County had made applicable.

**Sanctions for Noncompliance with DBE Program Provisions.** Failure of the Contractor to carry out DBE program provisions shall constitute a breach of the contract for default or such remedy as the County may deem appropriate. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

l. CONTRACTOR agrees that it cannot terminate a DBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE subcontractor needs to be replaced or removed from the team, CONTRACTOR must submit a written request to County's contract representative, with a copy to Palm Tran's BDE Liaison) with detailed explanation or justification for the submission of such request. If the request is due to a voluntary cessation of the DBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When a DBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE subcontractor to substitute for the original DBE.

**10. DBE - Contract Compliance Monitoring**

a. Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulations at 49 CFR Part 26.

b. Contract compliance will encompass monitoring for contract dollar achievement and DBE contractor utilization. Palm Beach County and Palm Tran staff each shall have the authority to audit and monitor all contracts and contract related documents pertaining to activities under this contract. The requirements of the DBE Program are applicable to the contractor, its general contractors, third party contractors, and subcontractors and suppliers.

c. Contractor shall be responsible for ensuring that proper documentation with regard to its utilization and payment of DBE subcontractors is maintained at all times and provided to COUNTY as required in section 9 d.

**11. 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.

**12. 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



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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).

**PART B**

**ADDITIONAL REQUIREMENTS – CONDITIONAL**

(Please read each qualifying condition carefully)

13. Termination for Convenience or Default. Palm Beach County may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the County's, as the recipient of FTA grant funds that support the Project, best interests. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall not have a claim for and shall not be paid any lost profits or damages if terminated for cause (default) or convenience. Contractor hereby waives and releases the COUNTY from any claims for damages or lost profits as a result of a termination for default or convenience of the government, and acknowledges and agrees that it shall have no such claims against the County. The contractor shall promptly submit its termination claim to COUNTY. If the contractor has any property in its possession belonging to the COUNTY, the contractor will account for the same, and dispose of it in the manner the COUNTY directs, with the concurrence of the County. 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 provisions of this contract, the COUNTY may terminate this contract for default. The COUNTY may terminate this contract for default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of COUNTY owned goods, the contractor shall, upon direction of the COUNTY's contract administrator with the consent of the County if any of the goods are owned by or have been paid for by County, protect and preserve the goods until surrendered to COUNTY or its agent. The contractor and COUNTY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved in accordance with the contract or purchase order, applicable law and the Breaches and Disputes Resolution clause set forth below. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Similar provisions apply to purchase orders and contracts for construction and architect/engineering services.

14. Government-wide Debarment and Suspension. If this contract or purchase order has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor or 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 agrees to comply with and assures compliance of each third-party contractor and subrecipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any contract arising out of such offer, proposal or bid is in effect. The contractor further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

15. ADA Access. If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1.192 and 49 CFR Part 38. Notably, DOT



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incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations.

ADA and ABA Accessibility Guidelines for Buildings and Facilities:  
<http://www.access-board.gov/ada-aba/final.cfm>



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

EXHIBIT 1

LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From: \_\_\_\_\_  
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: \_\_\_\_\_  
\_\_\_\_\_

In response to Palm Beach County's RLI/Bid No. \_\_\_\_\_, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: \_\_\_\_\_  
(Proposed DBE Subcontractor/Subconsultant)

Expiration of DBE Certification: \_\_\_\_\_ (Attach copy of DBE certification)

Projected Work Assignment: Enter description of work assignment \_\_\_\_\_  
\_\_\_\_\_

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary's Signature) (Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)  
\_\_\_\_\_ an individual \_\_\_\_\_ a partnership \_\_\_\_\_ a corporation \_\_\_\_\_ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

\_\_\_\_\_  
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary's Signature) (Notary Seal)



**SCHEDULE OF DBE PARTICIPATION**

**EXHIBIT 2**

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

<b>BID/RLI #:</b>	<b>DATE FORM SUBMITTED:</b>
<b>PROJECT NAME:</b>	<b>PROJECT START DATE:</b>
<b>PRIME CONTRACTOR:</b>	<b>ADDRESS:</b>
<b>CONTACT PERSON:</b>	<b>TELEPHONE #:</b>

DBE Subcontractor	Explanation of Certification	DBE Contact	Phone	Type of Work To Be Performed		Estimated Sub-Contract Amount
					\$	
					\$	
					\$	
					\$	
					\$	
<b>Total Estimated Dollar (\$) DBE Participation</b>					\$	
<b>DBE Subcontractor Participation Percentage</b> <i>(Total estimated amount allocated to DBEs divided by Total Contract Amount)</i>					%	

The listing of a DBE shall constitute a representation by the bidder/responder to Palm Beach County that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge:

<b>Signature</b>	<b>Title</b>	<b>Date</b>

**THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL**



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

**SAMPLE - DBE Unavailability Report**

**EXHIBIT 3**

RLI/BID NO. \_\_\_\_\_

(NAME OF PRIME CONTRACTOR)	(ADDRESS)	(TELEPHONE NO.)
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The undersigned representative of the prime contractor, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding DBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE contractors were invited to bid subcontract work, but were not available to work.  
(Provide copy of the invitation, dates, List of DBEs, address, and responses.)
2. The following DBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs, address)
3. The following DBE contractors submitted bids which were not the low acceptable bids.  
(Provide copy of the responses and your analysis as to why the bids were not acceptable).

If you did not get any responses to your solicitation of DBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Your report should include information as detailed under Section 9 d. of the Bid Document:  
**DBE Unavailability Report - Good Faith Efforts**

The report should be signed by the same person signing the Bid submittal.

Signature: \_\_\_\_\_

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

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



**DBE UTILIZATION REPORT**

**EXHIBIT 4**

Report No. \_\_\_\_\_

<b>CONTRACT #:</b>	<b>CONTRACT AMOUNT: \$</b>	<b>DATE FORM SUBMITTED:</b>	
<b>PROJECT DESCRIPTION:</b>		<b>PROJECT COMPLETION DATE:</b>	
<b>PRIME CONTRACTOR:</b>		<b>PERIOD ENDING:</b>	
<b>CONTACT PERSON:</b>	<b>TELEPHONE #:</b>	<b>FAX #</b>	

**SUBCONTRACTING INFORMATION**

TO BE SUBMITTED MONTHLY TO COUNTY'S CONTRACT REPRESENTATIVE AND PALM TRAN'S DBE LIAISON (csalazar@pbcgov.org)

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category							
						M	F	B	H	A	NA	W			

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

<b>Signature</b>	<b>Title</b>	<b>Date</b>
------------------	--------------	-------------

**Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.**



### FINAL DBE UTILIZATION REPORT

EXHIBIT 5

(To be submitted with the final invoice)

CONTRACT #:		CONTRACT AMOUNT:		DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:				PERIOD ENDING:	
CONTACT PERSON:				TELEPHONE #: ( )	
				FAX #: ( )	

#### SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

DBE Subcontractor	Description of Work	Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amt Paid	Gender		Ethnic Category							
					M	F	B	H	A	NA	W			
<b>TOTALS:</b>														

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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**Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison**



**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. Affirmative Action Compliance
  - A. The Offeror/Bidder represents as part of its offer that it has a workforce of (# of employees):
  - B. It **has developed and has on file** at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it **has** \_\_\_ **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
  
5. 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:



**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

- 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.

6. Disadvantaged Business Enterprise Goals

The Offeror/Bidder certifies that it will comply with the provisions of this solicitation entitled "Disadvantaged Business Enterprises Program" and will meet such goals as established in section 9 in any ensuing contract.

7. Certification of Eligibility

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

8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Prime Contract

A. In accordance with provisions of 49 CFR Part 29 and the certification instructions contained therein, the Offeror/Bidder certifies, to the best of its knowledge and belief, that it and/or any of its Principals **are not** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any Federal department or agency, or Palm Beach County; **have not** within a three year period preceding this offer, 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) contract or subcontract; violation of Federal State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; **are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with, commission of any of the offenses enumerated in this subparagraph of this certification; and **have not** within a three year period preceding this offer, had one or more public (Federal, State or Local) contracts terminated for cause or default.

B. "Principals," for the purposes of this certification, means: officers, directors, owners, partners, key employee, or other person within the business entity with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over contracts, whether or not employed by the Offeror/Bidder.

C. The Offeror/Bidder shall provide immediate written notice to the Contracting Officer, if, at any time prior to a contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. Where the Offeror/Bidder is unable to certify positively to any of the statements in this certification, the Offeror/Bidder shall attach an explanation to this offer. A certification that any of the items in subparagraph A. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror/Bidder



**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

nonresponsive. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by subparagraph A. of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

E. The certification in subparagraph A. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the County or the Federal Government or any of its departments or agencies, the Contracting Officer may terminate the contract resulting from this solicitation for default.

F. The Offeror/Bidder further agrees by submitting this offer that it will include the following clause, without modification, in all subcontracts and in all solicitations for subcontracts:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, SUBCONTRACTS**

i. In accordance with the provisions of 49 CFR Part 29 and the certification instructions contained therein, the prospective subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency, or Palm Beach County.

ii. Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this offer.

**9. 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.



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

**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 where 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).*

**If a DBE Goal has been established for this contract:** N/A

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract and \_\_\_\_\_ has submitted Exhibit # 3 demonstrating good faith efforts.

**\*Affirmative Action Compliance:** The Offeror/Bidder represents as part of its offer that:

It has a workforce of (# of employees):  16,000

**\*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

**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):

The University of South Florida Board of Trustees, a public body corporate (813) 974-0360

3702 Spectrum Boulevard, Suite 165

Tampa, FL 33612-9445

Signature of Authorized Representative for Bidder:

Print Name of Authorized Representative for Bidder:

Keith Anderson, CRA  
Associate Director, Division of Sponsored Research

Date: 9/18/12

**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(19) dated October 1, 2012. 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.

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](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.html>.



**FEDERAL CERTIFICATIONS AND REPRESENTATIONS**

**ATTACHMENT 1  
DIRECTIONS TO ACCESS FDOT'S DBE DIRECTORY**

All DBE companies certified in the State of Florida as DBE are eligible to participate in this contract as long as they meet your criteria. The State of Florida maintains a list of companies that have been Certified as DBE. All the information is available on-line. The State office handling the DBE list is:

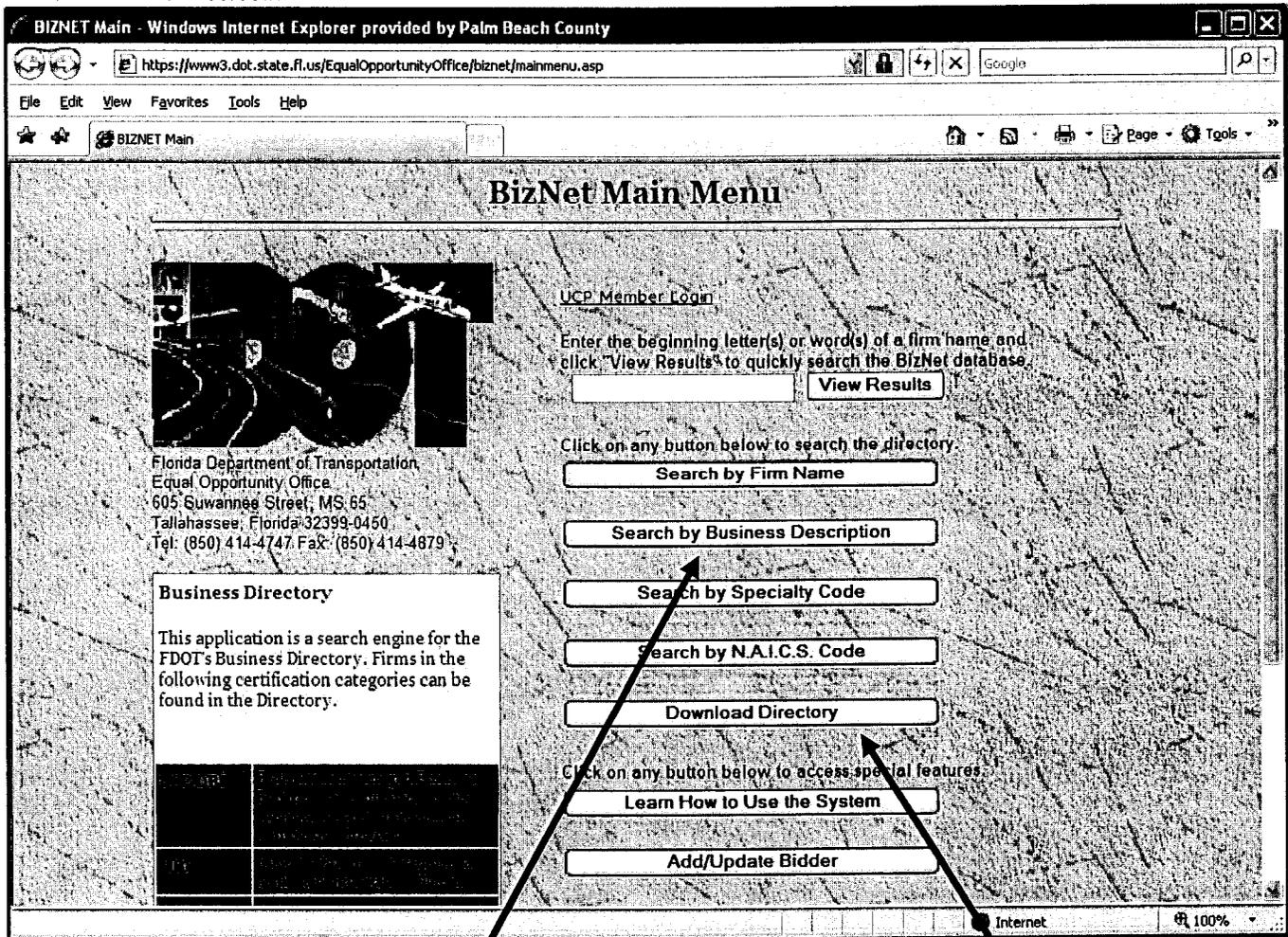
**Equal Opportunity Office**  
605 Suwannee Street, MS-65 Tallahassee, FL 32399  
Tel: (850) 414-4747 Fax: (850) 414-4879

You can get to their site by going to: <http://www.dot.state.fl.us/equalopportunityoffice/>

On the right side of the page, you will see a box labeled Quick Links:  
To search for DBE firms, please click the bullet labeled DBE Directory.

Or try: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>

You will see this screen:

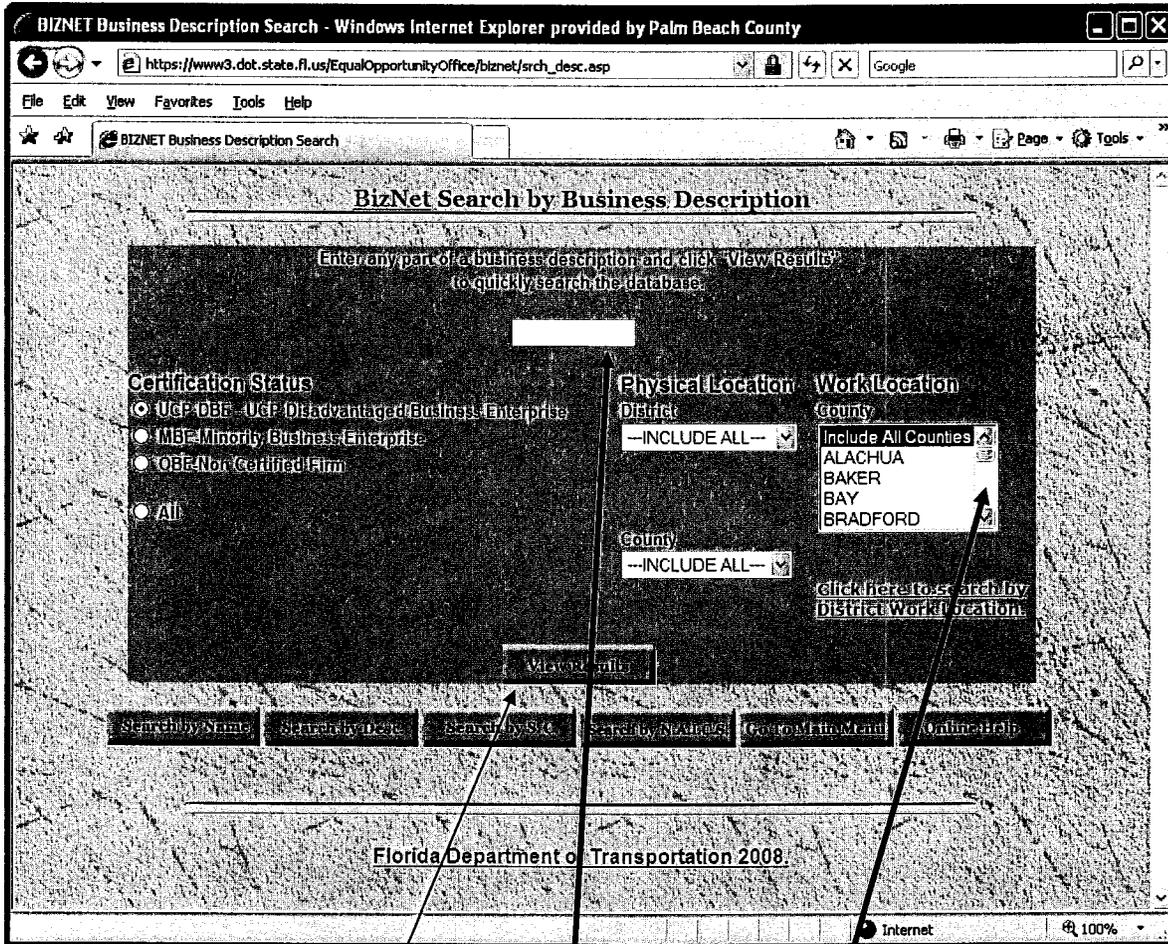


Click on **"Search by Business Description"**  
Or you may also check by Firm Name, NAICS code, or you can download the **"DBE Directory"**.



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

If you click on Search by Description -You will then see this screen:



Enter the description of Business you want to find:  
Use a very simple description – ONE WORD IS BETTER--: electrical, construction, design, etc.

AND select the County, to narrow the results, scroll to Palm Beach:

Then click on View Results

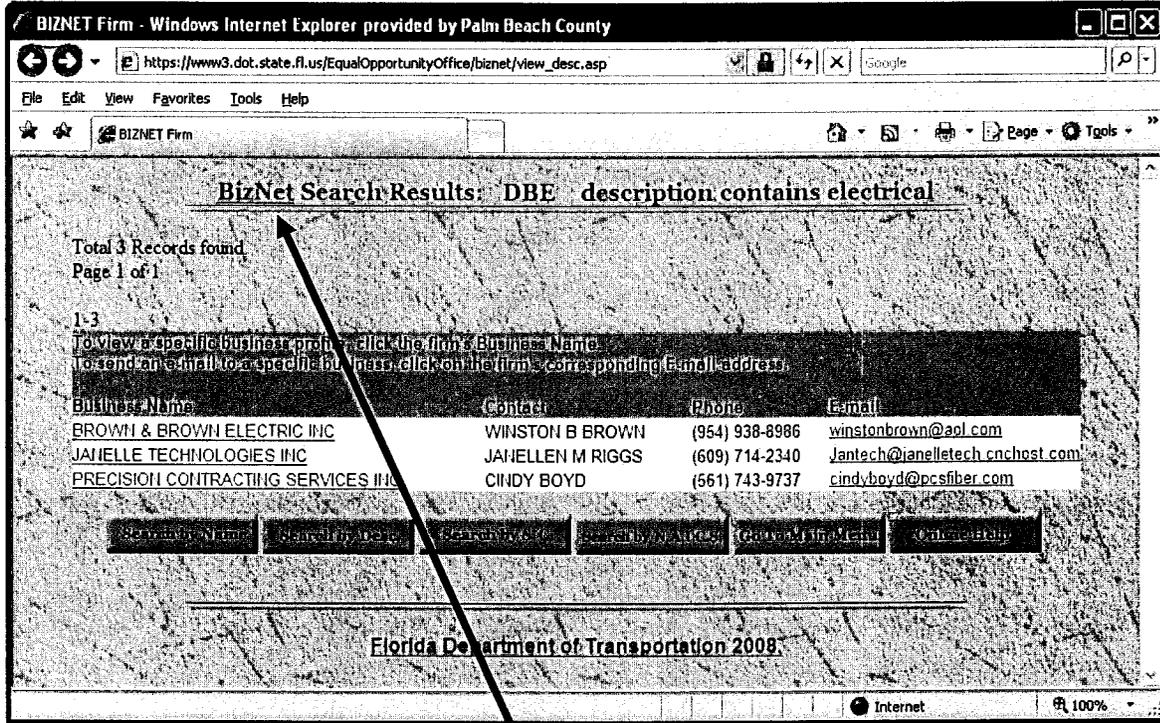
- If you don't get any results, or desire more options, come back to this page and select other counties, Broward, Miami Dade, Martin, etc.

-If you don't get anything, select "Include All Counties" Keep in mind that there may be firms in other counties willing and able to do business in Palm Beach County.



FEDERAL CERTIFICATIONS AND REPRESENTATIONS

These are the results for Electrical in Palm Beach County Only:



You can go back to the beginning by clicking on BizNet, and try again another description. Those of you familiar with the process, you may check under "Search under N.A.I.C.S. code". When you click on each company it will give you the status, and specify IF the company is certified as DBE.

**BizNet Profile: BROWN & BROWN ELECTRIC INC**

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**Name:** BROWN & BROWN ELECTRIC INC  
**Business Description:** ELECTRICAL CONTRACTOR & HIGHWAY LIGHTING SYSTEMS  
**Street:** 6555 NW 9TH AVENUE SUITE 205  
**City:** FORT LAUDERDALE **State:** FL **Zip:** 33309  
**County:** BROWARD **District:** DISTRICT FOUR  
**Phone:** (954) 938-8986 **Fax:** (954) 938-9272  
**E-mail:** winstonbrown@aol.com

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**Work Location:**  
**County:** ST. LUCIE BROWARD INDIAN RIVER MARTIN PALM BEACH  
**District:** DISTRICT FOUR  
**Contact:** WINSTON B BROWN

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**UCP Cert:** DBE **State Cert.:** MBE **UCP Certifying Member:** FDOT  
**First SC:** ELW **First NAICS:** 23821

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**2nd SC:** 715 **3rd SC:** 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:  
**2nd NAICS:** 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:

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**NOTE:**  
 @Broward For Other Business Enterprise indicating that the firm is not certified

Sometimes the Certifications read:  
**OBE: Other Business Enterprise**  
Indicating NOT DBE certified.

**Make sure it reads DBE**

**Eleven existing route descriptions for the CUTR study:**

Route 1 – US1, Boca Raton Camino Real to Palm Beach Gardens Mall

Route 3 – Military Trail, Boca Town Center Mall to Palm Beach Gardens Mall

Route 4 – Haverhill Road, Green Acres to West Palm Beach

Route 10 – North County Crosstown, Jupiter to Palm Beach Gardens Mall

Route 20 – Palm Beach Gardens Crosstown to Mangonia Park Tri-Rail

Route 21 – Palm Beach Gardens Crosstown to St. Mary's Hospital via US1

Route 33 – Lake Park to WPB via Australian and Palm Beach Lakes Blvd.

Route 49 – West Palm Beach – Westgate via Palm Beach Lakes Blvd. and Congress

Route 64 – Greenacres to Lake Worth via Melaleuca Lane/6<sup>th</sup> Ave. South

Route 70 – Lantana to Delray Beach via Seacrest Blvd.

Route 80 – Delray Beach Crosstown via Lake Ida Road and Linton Blvd.