

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
ACTING AS THE COMMUNITY TRANSPORTATION COORDINATOR (CTC)**

THIS AGREEMENT, made and entered into this ____ day of June, 2015, by and between the Pinellas Suncoast Transit Authority, an independent special district acting as the Community Transportation Coordinator for Pinellas County, pursuant to Chapter 427, Florida Statutes (the “CTC”), and XXX., a Florida non-profit corporation, (the “Contractor”).

WITNESSETH:

WHEREAS, the Contractor has authority to enter into this Agreement and to undertake the Project hereinafter described and defined; and

WHEREAS, the CTC has been granted the authority by the Transportation Disadvantaged Commission Trip/Equipment Grant, to ensure that coordinated transportation services are provided to the transportation disadvantaged population within Pinellas County and to undertake other responsibilities identified in Chapter 427, Florida Statutes, and associated rules.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1.0 Purpose of Agreement.

The purpose of this Agreement is to provide transportation trips to the transportation disadvantaged in accordance with Florida Statutes (F.S.) and the Florida Administrative Code (F.A.C.) including, but not limited to Chapter 409, F.S.; 59G-4.330, F.A.C.; 14-90, F.A.C.; Chapter 427, F.S.; and 41-2, F.A.C., and also in accordance with the Commission for the Transportation Disadvantaged policies and procedures, and the Transportation Disadvantaged Service Plan for Pinellas County (as amended), and as further described in Exhibits A, B and C to this Agreement (the Project); and to provide CTC financial assistance to the Contractor and state the terms and conditions upon which such assistance will be provided, and the understandings as to the manner in which the Project will be undertaken and completed.

Section 2.0 The Project

2.0.1 General Requirements: The Contractor shall complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, in accordance with the provisions of this Agreement, and in accordance with all applicable laws, rules, and regulations.

2.0.2 Contract Term: This Agreement shall be effective commencing on July 1, 2015 and terminate on June 30, 2016, if the project meets the full satisfaction of the CTC and payment of any final invoices pursuant to Section 13, unless terminated sooner (“Contract Term”).

2.0.3 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Contractor to enter into this Agreement, or to undertake the Project hereunder, or to observe, assume, or carry out the provisions of this Agreement, the Contractor will take all actions necessary to obtain any such approvals or permits.

2.0.4 Submission of Proceedings, Contracts, and Other Documents: The Contractor shall submit to the CTC any and all data, reports, records, contracts, certifications, and other documents relating to the Project as the CTC may request and as listed on Exhibit C.

Section 3.0 Project Budget: The maximum total project cost for non-sponsored transportation is set forth on Exhibit B (Project Budget and Cash Flow) (“Maximum Project Cost”). All reimbursements for assigned trips shall be calculated in accordance with the formula set forth on Exhibit B. The Contractor agrees to bear all expenses in excess of the Maximum Project Cost and any deficits in the cash flow.

Section 4.0 CTC Participation

4.0.1 Maximum Participation. The CTC’s reimbursement of eligible costs for non-sponsored transportation shall be a dollar amount not to exceed 90% of the Maximum Project Cost.

4.0.2 Project Cost Eligibility: Project costs shall only be eligible for CTC participation if incurred during the Contract Term. It is understood that CTC participation is further subject to:

- A) The understanding that disbursement of funds will be made in accordance with the Commission for the Transportation Disadvantaged’s grant agreement cash flow plan;
- B) Availability of funds as stated in Section 15.0 of this Agreement;
- C) Submission of all certifications or other obligating documents and all other terms of this Agreement;
- D) The CTC’s approval of the Project (Exhibit A) and Maximum Project Cost (Exhibit B) at the time appropriation authority becomes available; and
- E) Costs in excess of the Maximum Project Cost or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

Section 5.0 Accounting Records

5.0.1 Establishment and Maintenance of Accounting Records: The Contractor shall establish, in conformity with the latest current uniform requirements established by the CTC

to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or independent accounts for the Project. Such accounts are referred to herein collectively as the "Project Account". The Project Account shall be made available to the CTC upon its request, at no cost to the CTC, any time during the Contract Term and for five (5) years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

5.0.2 Funds Received or Made Available for the Project: The Contractor shall record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the CTC pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which CTC payments and other funds are herein collectively referred to as "Project Funds". The Contractor shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under federal plans, or state plans if such state plans have been approved for deposit of Project Funds by the CTC, by depositing or setting aside collateral in the type(s) and manner prescribed by Florida law for the security of public funds, or as approved by the CTC in writing. All public deposits must be secured in accordance with Chapter 280, F.S.

5.0.3 Costs Incurred for the Project: The Contractor shall charge all eligible costs of the Project to the Project Account.

5.0.4 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Time records shall identify the percentage of each employee's time which is devoted to the Projects. Records must be kept to show how the value placed on third party transactions was derived. Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments" or Circular A-122 "Cost Principles for Non-Profit Organizations".

5.0.5 Checks: Any check drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed invoice with the CTC stating in proper detail the purpose for which such check is drawn. All checks, invoices, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and within the Contractor's existing accounting system.

5.0.6 Audit Reports: The Contractor shall provide for each of its fiscal years for which the Project Account remains open, an audit report in electronic format prepared either by its official auditor or audit agency or an independent certified public accountant, reflecting the use of funds of the CTC, the Contractor, and those from any other source with respect to the

Project. The electronic format may be a .pdf document or an internet link to an on-line version.

In the event that the Contractor expends a total of \$500,000 or more in combined state awards in its fiscal year, the Contractor must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; 10.550 and 10.650, F.A.C.; the applicable rules of the Department of Financial Services and the CFO; and the Rules of the Auditor General. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, the name of the awarding state agency. If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, an audit is not required and if the Contractor elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state funds. The Contractor agrees to allow the Commission for the Transportation Disadvantaged, the Department of Transportation, the State Comptroller and the Auditor General access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S. The Contractor shall provide annual financial reporting package of audits prepared in accordance with Section 215.97, F.S., and applicable Rules of the Auditor General to access to records and independent auditor's working papers, as necessary for complying with the requirements of Section 215.97, F.S. Audits shall be performed in accordance with generally accepted government auditing standards for financial and compliance audits and OMB Circular A-133.

5.0.7 Audit and Inspection: The Contractor shall permit, and shall require its contractors to permit, the CTC's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records, and accounts pertaining to the financing and development of the Project at all reasonable times and without notice.

5.0.8 INSURANCE REQUIREMENTS: Before beginning work (including pre-staging personnel and material), the Contractor shall obtain insurance at his expense. Delays in commencement due to failure to provide satisfactory evidence shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event the Contractor has Subcontractors perform any portion of the work in this contract, either the Contractor shall name those Subcontractors as "additional insurers" or each Subcontractors shall be required to have the same insurance requirements as the Contractor. Insurance must be maintained throughout the entire term. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced. Delays in completing work resulting from failure of the Contractor to maintain insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended. Coverage shall be provided by a company (ies) authorized to do business in the State of Florida. The company (ies) must maintain a minimum rating of B+ as assigned by AM Best. If the Contractor has been approved by the State Department of Labor, as an authorized self-insurer for Workers' Compensation, PSTA shall recognize and honor such status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance,

providing details on the contractor's Excess Insurance Program. If the Contractor participates in a self-insurance fund, updated financial statements may be required upon request. The Contractor shall provide to PSTA's Purchasing Division satisfactory evidence of the required insurance, either:

- A Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

PSTA, at its sole option, has the right to request a certified copy of policies required by this contract. **Certificate of Insurance and policies must specify that they are not subject to cancel, non-renewal, material change, or reduced in coverage unless at least thirty 30 days notice is given to PSTA.** The acceptance and approval of the Contractor's Insurance shall not be construed as relieving the Contractor from liability or obligation assumed under this contract or imposed by law. On the Certificate of Insurance, Additionally Insured shall be selected to cover PSTA as the CTC, its employees and officers, and for the CTD.

Requirements – Commercial General Liability with, at minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits shall be \$500,000 Combined Single Limit (CSL)
If split limits are provided, minimum limits acceptable shall be:

\$500,000 per Person
\$500,000 per Occurrence
\$500,000 Property Damage

An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the expiration of the contract.

Vehicle Liability – Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-owned, and Hired Vehicles with minimum limits at \$500,000 Combined Single Limit (CSL)

Employers' Liability Insurance - Contractor shall maintain Insurance throughout the life of the contract with limits no less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

5.0.9 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable or requested by the CTC. Nothing contained herein shall be construed to waive any immunity from or limitation of liability the CTC may be entitled to under the doctrine of sovereign immunity or Section 768.28, F.S. If the Contractor cannot comply with the insurance requirements contained in section 5.0.8 above, the Contractor must complete the Request for Waiver of Insurance Requirements found in Exhibit F.

Section 6.0 Requisitions and Payments

6.0.1 Preliminary Action by the CTC: In order to obtain any funds under this Agreement, the Contractor shall:

- A) File with the CTC or its designated representative payment request forms in a format prescribed by the CTC and such other data pertaining to the Project Account and the Project, as listed in Exhibit C and as the CTC may require, to justify and support the payment request, including:
 - (1) the date the Contractor incurred the costs, services and equipment or other property associated with the Project;
 - (2) a statement by the Contractor certifying that the Contractor has acquired said property, services and/or equipment; and
 - (3) actual consideration paid and receipt for said property, services, and/or equipment.
- B) Comply with all provisions, terms, conditions and covenants of this Agreement.

6.0.2 The CTC's Obligations: Subject to all other provisions of this Agreement, the CTC will honor such payment requests in amounts and at times deemed by the CTC, in its sole discretion, to be proper and in accordance with this Agreement. However, notwithstanding any other provision of this Agreement, the CTC may elect by notice to the Contractor in writing to not make a payment on the Project Account if:

- A) **Misrepresentation:** The Contractor has made misrepresentation of a material nature in its payment request, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

- B) Litigation:** There is pending litigation with respect to the performance by the Contractor of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- C) Required Submittals/Certifications:** The Contractor takes any action pertaining to the Project which, under this Agreement, requires submission of a document or certification to the CTC, and said document or certification has not been provided;
- D) Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained in this Agreement;
- E) Default:** The Contractor has been determined reasonably by the CTC, in its sole discretion, to be in default under any provisions of this Agreement;
- F) Supplanting of Funds:** The Contractor has utilized funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, F.S; or
- G) Compliance with Payment Requirements:** The Contractor has failed to comply with any payment requirement of this Agreement or any payment requirement of the Commission for the Transportation Disadvantaged's Trust Fund as outlined in the Trip/Equipment Grant executed between the Commission for the Transportation Disadvantaged and the CTC, including but not limited to the requirements of Section 287.0585, F.S.

6.0.3. Payments: Payment by the CTC to the Contractor shall be in compliance with Section 287.0585, Florida Statutes. The Contractor acknowledges receipt and understanding of the following Transportation Disadvantaged Trust Fund required statement:

“When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to provisions of chapter 339, the contract shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1

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

Contractor shall promptly notify the Vendor Ombudsman at 1-850-413-5516 or toll free at 1-877-693-5236 if the CTC is not fulfilling the obligations outlined in the above paragraph.

6.0.3 Disallowed Costs: The CTC will exclude all costs incurred by the Contractor prior to or after the Contract Term, costs which are not provided for in the budget for the Project as set forth on Exhibit A, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the CTC or certified by the Contractor, pursuant to Exhibit C.

Section 7.0 Termination or Suspension of Project

7.0.1 Termination or Suspension Generally: If the Contractor abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Subsection 6.0.2, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Contractor is rendered improbable, infeasible, impossible, or illegal, the CTC may, by written notice to the Contractor, immediately suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the CTC may terminate any or all of its obligations under this Agreement. Such termination shall be effective immediately upon written notice to Contractor or the CTC, in its sole discretion, may designate an appropriate time for the Contractor to cure and may specify that such termination is effective upon expiration of the cure period.

7.0.2 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice from the CTC, the Contractor shall promptly, but in no event later than ten (10) days or the time specified by the CTC in such notice, carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, activities and contracts associated with the Project and such other action as may be required or desirable to keep the costs associated with the Project to a minimum; (2) furnish a statement of the activities and contracts and other undertakings, the cost of which are otherwise eligible as costs of the Project; and/or (3) remit to the CTC such portion of the financing and any advance payment previously received as is determined by the CTC to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the budget for the Project as set forth in Exhibit A or upon terms and conditions imposed by the CTC.

Section 8.0 Contracts of the Contractor

8.0.1 Third Party Agreements: Except as otherwise authorized in writing by the CTC, the Contractor shall not execute any contract or obligate itself in any manner requiring the disbursement of CTC funds, including consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Contractor that assures said contract or obligation was executed in accordance with the procurement requirements of Chapter 287, F.S., and/or Chapter 427, F.S. Said certification shall be in a format previously approved by the CTC in writing. Failure to provide such certification shall be sufficient cause for nonpayment by the CTC as provided in paragraph C of Subsection 6.0.2, and cause for termination of this Agreement, in the CTC's sole discretion.

8.0.2 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the CTC in a project with a contractor, where said project involves a consultant contract for any services, is contingent on the Contractor complying in full with the provisions of Section 287.055, F.S., Consultants' Competitive Negotiation Act and the Contractor shall certify compliance with this law in accordance with Subsection 8.0.1 of the Agreement.

8.0.3 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities for the Project shall comply with the provisions of Section 287.057, F.S.

Section 9.0 Restrictions Prohibitions, Controls, and Labor Provisions:

9.0.1. CIVIL RIGHTS: The following requirements apply to this Agreement:

- A) **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

“The Contractor shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the CTC deems appropriate.”

Each subcontract the Contractor signs in regards to this Project must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Contractor agrees to comply with applicable federal and state implementing regulations and other implementing

requirements the Federal Transit Administration (FTA), the Florida Department of Transportation (FDOT) or the Commission for the Transportation Disadvantaged may issue. In addition to the above assurance, the Contractor shall not discriminate on the basis of sexual orientation, in accordance to Pinellas County Code Chapter 70 as amended. In connection with this Agreement, the Contractor shall complete and submit Exhibit F "Title VI/Nondiscrimination Policy Statement", in accordance with its instructions.

Pursuant to FDOT requirements, the Contractor shall comply with, certify to, and include the following provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by Title 49, Part 21 C.F.R., or directives issued pursuant thereto:

(1.) **Incorporation of Provisions:** The contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(2.) **Compliance with Regulations:** The contractor shall comply with regulations relative to nondiscrimination in federally-assisted programs of the Title 49 Part 21, C.F.R. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, C.F.R., Part 21.5, regarding employment practices in conduct of this contract.

(3.) **Nondiscrimination:** The contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

(4.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(5.) **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(6.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

B) Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Agreement:

(1). **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA, FDOT or the Commission for the Transportation Disadvantaged may issue.

(2). **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA, FDOT or the Commission for the Transportation Disadvantaged may issue.

(3). **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor and any of its contractors or their subcontractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental, or emotional impairment), and shall meet all applicable provisions of the Americans with Disabilities Act. The Contractor agrees that no funds shall be used to rent, lease, or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities.

(4). **Access to Services for Persons with Limited English Proficiency:** To the extent applicable and except to the extent that FTA, FDOT or the Commission for the Transportation Disadvantaged determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of the revised U.S. DOT LEP Guidance, *Fed. Reg.* vol. 70, no. 239, pp. 74087-74100, December 14, 2005. The CTC's Limited English Proficiency Plan is available at the CTC's office or may be viewed on-line at:
<http://www.pinellascounty.org/PSTA/PDFs/DBETitleIV/lep.pdf>.

(5). **Environmental Justice:** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government, FDOT or CTD determines otherwise in writing.

(6). **Other Nondiscrimination Laws:** The Contractor agrees to comply with all applicable provisions of other federal and state laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government, FDOT or the Commission for the Transportation Disadvantaged determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal of state assistance provided by FTA, FDOT or the Commission for the Transportation Disadvantaged modified only if necessary to identify the affected parties.

Section 10.0 Prohibited Conflicts of Interest

10.0.1 Neither the Contractor nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project, in which any member, officer, or employee of the Contractor or the locality during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of their tenure any such interest, and if such interest is immediately disclosed to the Contractor, the Contractor, with prior approval of the CTC, may waive the prohibition contained in this subsection, provided that any such present member, officer, or employee shall not participate in any action by the Contractor or the CTC relating to such contract, subcontract, or arrangement connected to the Project.

The Contractor shall insert in all contracts entered into in connection with the Project or any property included and planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

10.0.2 By execution of this Agreement, the Contractor represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining approval of any payment hereunder.

Section 11.0 Indemnification:

11.0.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the CTC, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Contract, whether or not due to or caused by the negligence of the Contractor, its board members, officers, employees, agents, and/or attorneys excluding only the sole active negligence of the CTC, its officers, employees, agents, and attorneys. The Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the CTC in the enforcement of this indemnification provision. This includes claims made by the employees of the CTC against the Contractor, and thereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes.

Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which

the CTC is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations contained in this Section 11 shall survive termination of this Contract, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

11.0.2 Subject to the limitations set forth in this Section, the Contractor shall assume control of the defense of any claim asserted by a third party against the CTC arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the Contractor's expense. The CTC shall have the right, at its option, to participate in the defense of any third party claim, without relieving the Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the CTC before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CTC and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CTC, be detrimental in any material respect of the CTC's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CTC; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Section 12.0 Appropriation of Funds: The CTC's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Commission for the Transportation Disadvantaged and/or the Agency for Health Care Administration, pursuant to Exhibit B of this Agreement.

Section 13.0 Expiration of Contract: The Contractor shall complete the Project on or before **June 30, 2015**. If the Contractor does not complete the Project within this time period, the Contractor shall be deemed in material breach of this Agreement unless an extension of the time period is agreed to by the Contractor's Board of Directors in writing. Such breach by the Contractor shall be considered termination of the Project and the CTC may terminate this Agreement immediately in writing or elect to exercise the procedure established in Section 9.0. For the purposes of this Section, completion of the Project is defined as the latest date by which services may have been provided or equipment funds may have been expended or obligated under a purchase order, as provided in Exhibit A, and the acceptance of the Project to the full satisfaction of the CTC. Unless otherwise extended by the CTC in writing, all reimbursement invoices must be received by the CTC no later than thirty (30) days after the completion of the Project.

Section 14.0 Public Access to Records: The CTC reserves the right to unilaterally cancel this Agreement immediately upon written notice for refusal by the Contractor or its contractors to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received in conjunction with this contract.

Section 15.0 Sponsorship Identification: The Contractor shall, in publicizing, advertising, or describing the sponsorship of the Project, state "Sponsored by XXX. and Pinellas Suncoast Transit Authority." (If the sponsorship reference is in written material, the words "PSTA" shall appear in same size letters or type as the name of the Contractor, when such materials are reprinted.)

Section 16.0 Certification of Restrictions on Lobbying: The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the Contractor to any person for influencing or attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Exhibit D Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Section 17.0 Independent Contractor Status: The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the CTC. Failure to comply with this provision shall be considered a material breach and shall be grounds for immediate termination of the contract by the CTC.

Section 18.0 Public Entity Crimes: The Contractor shall not accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, F.S.

The Contractor may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Contractor. If the Contractor was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Contractor may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

In connection with this Agreement, the undersigned will complete and submit Exhibit E "Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes of Public Entity Crime", in accordance with its instructions.

Section 19.0 Notice and Contact: Each party's respective designated representatives are listed below. All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses by certified U.S. mail, return receipt requested.

The CTC's contract manager is:
Brad Miller, Chief Executive Officer
PSTA
3201 Scherer Drive
St Petersburg, FL 33716
(727) 540-1800
Email: bmillers@psta.net

With Required copy to:
Sangita Land, Chief Compliance Officer,
PSTA
3201 Scherer Drive
St Petersburg, FL 33716
(727) 540-1800
sland@psta.net

The Contractor's contract manager is:

XXX

If either party wishes to designate a different representative or change its respective address after execution of this Agreement, either party may do so upon written notice of the new contract manager or address in accordance with this Section.

Section 20.0 Miscellaneous Provisions:

20.0.1 No Third Party Beneficiaries: The CTC shall not be obligated or liable hereunder to any party other than the Contractor.

20.0.2 Waiver: In the event the CTC elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this Agreement, such waiver shall only be valid if set forth in writing and shall not limit the CTC's remedies for any subsequent breach of that or of any other term, covenant, or condition of this Agreement. In no event shall the making by the CTC of any payment to the Contractor constitute or be construed as a waiver by the CTC of any breach of covenant or any default which may then exist, on the part of the Contractor, and the making of such payment by the CTC while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CTC for such breach or default.

20.0.3 Entire Agreement and Severability: This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Agreement. This Agreement may not be amended or altered except in a writing signed by both parties. If any provision of this Agreement is held invalid, the provision shall

be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

20.05 State or Territorial Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Contractor and the CTC consent to jurisdiction over them and agree that venue for any state actions shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division. Nothing in the Agreement shall require the Contractor to observe or enforce compliance with any provision thereof, perform any act or do any other thing in contravention of any law, provided that if any of the provisions of this Agreement violate any applicable State law, the Contractor will at once notify the CTC in writing in order that appropriate changes and modifications may be made by the CTC and the Contractor to the end that the Contractor may proceed as soon as possible with the Project.

20.06 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

20.07 Counterparts: This Agreement may be simultaneously executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

20.08 Authorization: Both Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the persons executing this Agreement have full power and authority to bind their respective party to the terms hereof.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CONTRACTOR:
XX.

CTC: PSTA

Chairman
XX.

Brad Miller, CEO

Attest: _____

Approved as to Form:

Title

Sangita Land
Chief Compliance Officer, PSTA

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This Exhibit forms an integral part of that Agreement, effective July 1, 2015, between Pinellas Suncoast Transit Authority, acting as the Community Transportation Coordinator (CTC), and **XX**, acting as the Contractor.

PROJECT LOCATION: Pinellas County

PROJECT DESCRIPTION: To purchase passenger trips so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current CTC policies. Services shall be provided and equipment will be utilized as specified in the approved Transportation Disadvantaged Service Plan as amended, as set forth in Chapter 427, F.S., and Rule 41-2, F.A.C.

SPECIAL CONSIDERATIONS BY THE CONTRACTOR:

1. **Safety:** The Contractor will comply with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning the System Safety Program Plan (SSPP). The Contractor shall establish and implement a drug testing program for its employees and applicants for employment who serve or will serve in safety sensitive positions and certify compliance as specified in the Federal Drug-Free Work Place Act.
2. **Performance:** All equipment used will comply with Federal, State, and local government. Each vehicle shall be equipped with a first aid kit and an operable fire extinguisher. The Contractor will comply with performance standards required by agency funding sources. Evaluations made by funding agencies will be shared with the CTC and Local Coordinating Board. The CTC may review the provision of services by Agency and any subcontractor engaged by Agency under this Contract and recommend changes to practices of the Agency and/or subcontractor under this Contract. The CTC shall have the right, on its own behalf or on behalf of the Agency, to review the personnel files of any employee having contact with customers or clients of the Transportation Services under this Contract. The CTC may recommend that the Agency remove certain vehicle(s) from service which the CTC or the Agency regards as unsuitable for Transportation Services pursuant to the terms of this Contract. Failure of Agency to comply with the CTC's written recommendations may result in termination of this Agreement, disallowance or cessation of funding for the Transportation Services pursuant to Paragraph 5 of this Contract.
3. **Non-sponsored Trips:** Non-sponsored trips provided by the Contractor to a transportation disadvantaged client in which reimbursement will be sought must abide by the following definitions:
 - A non-sponsored trip is a transportation disadvantaged trip that would not be provided by a Contractor if it were not for the availability of the Transportation Disadvantaged Trip/Equipment Grant.

- A transportation disadvantaged client is a person who is unable to transport themselves or purchase transportation and is dependent upon others to obtain access to health care, employment, job-required education, food shopping, or other life-sustaining activities. The client must also have income of no more than 150% of the Federal Poverty Level.
4. **Drivers:** The Contractor will utilize only those drivers who meet the minimum requirements of all other Federal, State, and local government and Commission for the Transportation Disadvantaged policies.
 5. **Vehicle Fleet:** The agency shall only use vehicles that meet the requirement of 14-90, F.A.C. dealing with the Equipment and Operational Safety Standard Governing Public Sector Bus Transit System. Each vehicle shall be equipped with a first aid kit and operable fire extinguisher and shall display the CTD helpline inside the vehicle in an accessible format.

ADDITIONAL PROVISIONS FOR WHEELCHAIR VAN CONTRACTORS ONLY:

1. Wheelchair van contractors will not accommodate clients involving transport up or down stairs, nor steps from one level to another.
2. Wheelchair contractors shall provide door-to-door service.

EXHIBIT B
PROJECT BUDGET AND CASH FLOW
FOR NON-SPONSORED AND SPONSORED TRANSPORTATION

This Exhibit forms an integral part of that certain Agreement between Pinellas Suncoast Transit Authority (the CTC) and **XX**. (the Contractor) effective July 1, 2015.

I. PROJECT COST:

Estimated Project Cost shall conform to eligible costs as indicated by Chapter 427, F.S., and Rule 41-2, F.A.C., the most current Commission policies, and the approved Grant Application and the rates set forth in the Pinellas County TDSP, as amended.

Annual non-sponsored budget amount for **XX**. is: up to \$**126,622.00**

II. FARE STRUCTURE

Providers will be paid based on the number of one-way passenger trips provided, one-way trip mileage, and number of group trips, where applicable. All mileage calculations will be rounded off to the nearest mile.

For non-sponsored transportation the Contractor shall collect a \$3.00 co-pay directly from the client unless otherwise specified by the CTC or its Chief Executive Officer. The match shall be withheld from the Contractor's non-sponsored reimbursement check.

III. Source of Funds - Annual (Approximate):

1.	PSTA/Community Transportation Coordinator/State Funds up to (90%)	\$126,622
	Local Cash Match	(10%) \$12,622
	Total Project Cost:	(100%) \$139,244
	(100%)	

IV. Disbursement Schedule of Commission Funds:

Billings for non-sponsored trips payable to the Contractor shall not exceed \$10,551.83 during any month of this contract, unless specifically authorized by the CTC.

**EXHIBIT C
TRIP/EQUIPMENT**

This Exhibit forms an integral part of that certain Agreement between Pinellas Suncoast Transit Authority (the CTC) and **XX**. (the Contractor), effective July 1, 2015.

The Contractor shall submit the following required documents and certifications:

DOCUMENTS:

- A. A monthly invoice to be submitted no later than the 5th of the month.
- B. A monthly and annual report providing operational statistics and financial data as called for in the Commission for the Transportation Disadvantaged Annual Operating Report, to include all information requested by the Commission for the Transportation Disadvantaged. The monthly report will cover each monthly invoice period and will be due with the monthly invoices. The annual report will cover the period specified by the CTC and will be due by the deadline established by the CTC but no later than thirty (30) days after the report is requested.
- C. Should the Contractor expend a total of \$500,000 or more in state financial assistance during the Contractor's fiscal year, a single or program specific audit must be performed and a copy of the audit report must be supplied to the CTC within one year of audit completion. Audits shall be performed in accordance with generally accepted government auditing standards for financial and compliance audits and OMB Circular A-133.

CERTIFICATIONS:

- A. Equipment Specification Certification: This certification will accompany the reimbursement invoice for equipment used in the Project.
- B. Certification that funds used for the Project are not being used to supplant or replace the funding of transportation disadvantaged service which are currently funded by a federal, state, or local government agency. Said certification shall accompany the first reimbursement invoice.

THIRD PARTY CONTRACTS: The Contractor must certify that all third party contracts comply with Section 11.0.1 except that written approval is hereby granted for:

- A. Contracts furnishing contractual services or commodities from a valid state or inter-governmental contract including the Memorandum of Agreement as set forth in Rule 41-2, F.A.C.

EXHIBIT D

Appendix A

REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

(Only required if the Agency does not meet the insurance requirements listed in Section 10.05)
It is requested that the insurance requirements, as specified in Section 10.05 of this Agreement,
be waived or modified on this Agreement. Please attach copies of relevant Certificates of
Insurance for waiver decision.

Agency Name: _____

Contract for: CTC Coordination Agreement

Agency Address: _____

Telephone: _____

Scope of Work: _____

Reason for Waiver:

Policies Waiver _____

will apply to:

Authorized Signature:

Below is for PSTA use only:

Approved _____ Not Approved _____ Date _____

Risk Management _____

PSTA Administrator appeal:

Approved: _____ Not Approved: _____ Date: _____

EXHIBIT E

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

_____ (signature)

_____ Title _____ Date

EXHIBIT F

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____
(print this individual's name and title)

for _____
(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an

affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

AND (Please indicate which additional statement applies).

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT

PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this ____ day of _____, 2012 by

_____ who is Personally known to me _____

Or who produced identification _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

EXHIBIT G

TITLE VI/ NONDISCRIMINATION POLICY STATEMENT

The **XXX (Name of Recipient)** assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The **XX (Name of Recipient)** further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient’s Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient’s organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendix A* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency’s programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated _____

by _____

Title _____

Title VI APPENDIX A of EXHIBIT G

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal*

Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ii. cancellation, termination or suspension of the contract, in whole or in part.

6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.