

VI.C.1

Meeting Date
August 18, 2015



AGENDA	
Section	Consent
Item No.	VI.C.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS (FY 2015/2016) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2015/2016.

1. Solicit competitive bids, quotes and/or negotiate competitive agreements and award to lowest, responsive and most qualified supplier.
2. Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or designee; and award contracts and/or open purchase orders with the best-ranked proposer.
3. Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices. This establishes the continuance of the contract is favorable prior to extension of the agreement.
4. Authorize the Chairman to execute contracts and contract renewals over \$100,000 in annual value.

Summary Explanation & Background:

Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and request for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely used items and services and will eliminate an estimated several thousand individual purchase order transactions. Also to expedite the award process, the County Manager currently has Board authorization to solicit, award and execute contracts up to \$100,000. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals; and Purchasing and user agency staff members for determining responsive and responsible bids.

The competitive procurement method (competitive bid vs. competitive proposal) will be determined by the individual services or commodity requirements. Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes §287.055, "Consultants' Competitive Negotiation Act". Florida Statute §287.055 allows the County to enter into

Continued, Page 2

Clerk to the Board instruction: Return one copy to Department

Exhibits Attached: Annual Procurement Commodity and Services List (FY 2015/2016)

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Frank Abbate			Teresa Camarata		Department Director / Extension	
Stockton Whitten	Assistant County Manager	Venetta Valdengo			Teresa Camarata/ext.5-5492		Teresa Camarata ✓	

SUBJECT: PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, QUOTES AND PROPOSALS
(FY 2015/2016) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS

SUMMARY EXPLANATION & BACKGROUND, CONTINUED

continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, if the professional services under the contract do not exceed \$200,000. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements/discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation and vendor performance. The using agencies and the Purchasing Manager or designee will document recommendations of exercising renewal options in the official bid or proposal files.

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Fiscal Impact FY 15/16: Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated blanket purchase orders.

Name: Contact: Leslie. Rothering, Purchasing Services
Phone: x5-6038, leslie.rothering@brevardcounty.us

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Alternative Power Solutions, Inc.	
2. Fund/Account #: 0001/389230	Division Name: Fleet Services/Purchasing Svcs.
4. Contract Description: Generator Maintenance & Repairs	
5. Contract Monitor: April Chapman	6. Mail Stop #: 83
7. Dept./Office Director: Teresa Camarata	8. Contract Type: Term Contract - Service
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>tc</u>	<u>8-19-15</u>
Risk Management	<u>✓</u>	_____	<u>JLS</u>	<u>9/12/2015</u>
County Attorney	<u>[Signature]</u>	_____	<u>[Signature]</u>	<u>9/10/15</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

RECEIVED

SEP 15 2015

Brevard County
Purchasing Services

2015-09-15 15:45



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 19, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director Attn: Leslie Rothering

RE: Item VI.C.1, Permission to Issue Supply Bids, Proposals, and Request for Qualifications
(FY 2015/2016) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 18, 2015, granted approval to solicit competitive bids, quotes and/or negotiate competitive agreements and award to lowest, responsive and most qualified supplier; to solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or designee, and award contracts and/or open purchase orders with the best-ranked proposer; to exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; and authorized the Chairman to execute contracts and contract renewals over \$100,000 annual value.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

cc: Finance
Budget

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS	1 YR W/ 1 YR OPTION.	\$80,000.00
ALARM MONITORING	1 YR W/ 3 -1 YR OPTIONS	\$75,000.00
APPRAISALS & APPRAISAL REVIEW SERVICES*	NONE	VARIED
ASPHALTIC CONCRETE	1 YR W/ 3-1 YR OPTIONS	\$2,000,000.00
AUTOMOTIVE EQUIPMENT AND BATTERIES	1 YR W/ 1 YR OPTION.	\$167,000.00
AUTOMOTIVE PARTS (including Ford & Chevy OEM)	1 YR W/ 1 YR OPTION.	\$100,000.00
CARPET CLEANING	1 YR W/2-1 YR OPTIONS	\$95,000.00
CEMENT – BULK PORTLAND & BAGS	1 YR W/ 1 YR OPTION.	\$80,000.00
CERTIFIED BASE ROCK	1 YR W/ 1 YR OPTION.	\$100,000.00
CHEMICALS – AGRICULTURAL & AQUATIC & FERTILIZERS	1 YR W/ 1 YR OPTION.	\$300,000.00
CONCRETE CRUSHING - ONSITE	1 YR W/ 1 YR OPTION.	\$80,000.00
CONCRETE PIPE	1 YR W/ 1 YR OPTION.	\$180,000.00
CONCRETE SIDEWALK, GUTTER & CURB CONST.	1 YR W/ 1 YR OPTION.	\$250,000.00
DRAWBRIDGE MAINTENANCE	1 YR W/ 3-1 YR OPTION.	\$80,000.00
ELECTRICAL SERVICES	1 YR W/ 1 YR OPTION.	\$215,000.00
EMERGENCY WATER & WASTEWATER REPAIRS	1 YR W/1 YR OPTION	\$250,000.00
FENCING	1 YR W/ 1 YR OPTION	\$150,000.00
FILL DIRT – SELECT COMMON FILL	1 YR W/ 1 YR OPTION.	\$2,000,000.00
FIRE ENGINE OUTFITTING EQUIPMENT	1 YR W/1 YR OPTION	\$200,000.00
GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES	1 YR W/2-1 YR OPTION	\$80,000.00
GRASSING SERVICES (SEED, MULCH, SOD)	1 YR W/ 1 YR OPTION.	\$250,000.00
HVAC AIR CONDITION SERVICES	1 YR W/ 1 YR OPTION.	\$450,000.00
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR W/ 1 YR OPTION.	\$100,000.00
JANITORIAL SERVICES*	1 YR W/ 3-1 YR OPTIONS	\$500,000.00
JANITORIAL SUPPLIES (incl. CAN LINERS)	1 YR W/ 1 YR OPTION.	\$200,000.00
LABORATORY SERVICES	1 YR W/ 1 YR OPTION.	\$200,000.00
LANDFILL GAS REPAIRS	1YR W/ 2 1 YR OPTION	\$100,000.00
LAWN/GROUND MAINTENANCE & MGMT*	1 YR W/ 1 YR OPTION.	\$740,000.00
LIMERICK	1 YR W/ 1 YR OPTION.	\$325,000.00
LUBRICATING OILS	1 YR W/ 1 YR OPTION.	\$122,000.00
MANHOLES, INLETS & GRATES (PRE-FABRICATED)	1 YR W/ 1 YR OPTION.	\$100,000.00
MED. EXAM. REMOVAL & TRANSPORT OF BODIES	1 YR W /5- 1 YR OPTIONS	\$113,000.00
MEDICAL DIRECTOR SERVICES	1 YR W/ 4-1 YR OPTIONS	\$70,000.00
MEDICAL SUPPLIES inc. Pharmaceuticals, Controlled Drugs and Gloves	1 YR W/ 1 YR OPTION.	\$910,000.00
MIX-IN PLACE ROAD RECYCLING	1 YR W/ 2-1 YR OPTION.	\$100,000.00
MULCHING SERVICES	1 YR W/ 2-1 YR OPTION.	\$2,500,000.00
OFFICE SUPPLIES	1 YR W/ 1 YR OPTION.	\$175,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
PAINT SUPPLIES AND /OR SERVICES	1 YR W/ 1 YR OPTION.	\$150,000.00
PERSONAL PROTECTION EQUIPMENT	1 YR W/2 (1YR) OPTIONS	\$100,000.00
PIPE - CURED IN PLACE	3 YR W/1-YR OPTION	\$200,000.00
PLUMBING SERVICES (HOURLY RATES)	1 YR W/ 1 YR OPTION.	\$100,000.00
POLYMER	1 YR W/ 2 1YR OPTION.	\$150,000.00
PUMP AND COMPRESSOR REPAIR	1 YR W/ 1 YR OPTION.	\$300,000.00
RECYCLING ELECTRONICS	1 YR W/ 2-1 YR OPTION.	\$190,000.00
ROAD CONSTRUCTION – MISC. MATERIALS	1 YR W/ 1 YR OPTION.	\$300,000.00
ROAD STRIPING	1 YR W/ 2 YR OPTION.	\$500,000.00
ROOFING/GUTTER MATERIALS AND SERVICES	1 YR W/ 3-1 YR OPTION.	\$300,000.00
SAND MATERIAL-PARKS & REC	1 YR W/ 1 YR OPTION	\$105,000.00
SCRAP METAL	2 YR W 1- 2 YR OPTION	REVENUE
SECURITY SERVICES* (VARIOUS DEPTS)	1 YR W/4-1 YR OPTION	\$618,000.00
SELF CONTAINED BREATHING APPARATUS CYLINDERS AND PACKS	1 YR	\$230,000.00
SEPTAGE TREATMENT & DISPOSAL	1 YR W/ 3-1 YR OPTIONS	\$200,000.00
SOIL CEMENT PUG-MILL MIX	1 YR W/ 1 YR OPTION.	\$102,000.00
TEMPORARY SERVICES	1 YR W/ 1 YR OPTION.	\$225,000.00
TIRE REMOVAL AND DISPOSAL (SHREDDING)	1 YR W/ 1 YR OPTION.	\$125,000.00
TRAFFIC SIGN MATERIALS	1 YR W 1YR OPTION	\$130,000.00
TRAFFIC SIGNAL/STREET LIGHTING MAINT & CONST.	3 YR W/ 2-1 YR OPTION.	\$300,000.00
TREATMENT AND DISPOSAL OF DE-WATERED BIOSOLIDS	1 YR W/ 2-1 YR OPTION.	\$300,000.00
TREE REMOVALS	1 YR W/ 1 YR OPTION.	\$100,000.00
TRUCKING SERVICES (MATERIAL PER YD/PER MILE)	1 YR W/ 1 YR OPTION.	\$175,000.00
UNIFORM PURCHASE (FIRE RESCUE)	1 YR W/ 1 YR OPTION.	\$100,000.00
WASTEWATER PUMP STATION CONSTRUCTION & REPAIR CONTINUING CONTRACT	1 YR W/3-1 YR OPTIONS	\$750,000.00
WATER RESOURCES CHEMICALS	1 YR W/1 YR OPTION	\$100,000.00
ADVERTISING SERVICES	2 YR W/ 3-1 YR OPTIONS	\$250,000.00
AUCTIONEER SERVICES	2 YR W/ 1 YR OPTION	% OF SALES
BILLING & MAILING SERVICE	3YR W/3-1YR OPTION	\$700,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
BUS MAINTENANCE FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	\$3,760,000.00
COPY MACHINE RENTAL	5 YR W/1 YR OPTION	\$450,000.00
DEBT COLLECTION	3 YEARS	% OF TOTAL COLLECTED
DISASTER DEBRIS MANAGEMENT	5 YEARS	VARIED
DISASTER DEBRIS REMOVAL	5 YEARS	VARIES (As Needed)
FOOD CONCESSION AT SPESSARD HOLLAND BEACH	5 YR W/ (2) 36 Mos. RENEWALS	REVENUE
FULFILLMENT AND PHONE ANSWERING SERVICES FOR TDO*	3 YR W/ 2-1 YR OPTIONS.	\$115,000.00
GOLF COURSE CONCESSION	5 YR W/ (2) 36 Mos. RENEWALS	REVENUE
GOLF COURSE MAINTENANCE	5 YR W/ (2) 36 Mos. RENEWALS	\$1,600,000.00
HVAC FOR MAINTENANCE	5 YR W/ 2-1 YR OPTIONS	\$1,500,000.00
INSURANCE SERVICES*	VARIED	VARIED
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR 1/1 YR OPTION	\$100,000.00
MAIL/COURIER MANAGEMENT SERVICES	1 YR W/ 4-1 YR OPTIONS	\$400,000.00
MARKETING SERVICES FOR SCAT	3 YR W/ 1 2 YR OPTIONS	\$400,000.00
PHYSICAL EXAMINATIONS	2 YR W/ 3-1 YR OPTIONS	\$100,000.00
PLANS EXAMINER SERVICES	1 YR W/ 1 YR OPTION	\$75,000.00
PUBLIC & MEDIA RELATIONS FOR TDO	2 YR W/3-1 YR OPTIONS	\$210,000.00
SAP SUPPORT SERVICES	1 YR W/2-1 YR OPTIONS	\$198,000.00
SEASONAL RECREATION WORKERS	3 YR W/2-1 YR OPTIONS	\$1,290,000.00
SPORTS PROMOTION FOR TDC	3 YR W/ 2 YR OPTION	\$227,000.00
STRUCTURED CABLING	2 YR W/3-1 YR OPTIONS	\$80,000.00
TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

REQUEST FOR QUALIFICATIONS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
CONTINUING CONSULTANT ENGINEERING SERVICES - SOLID WASTE	3-5 YEARS TOTAL (including renewals)	Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.) and Brevard County Policy BCC-26 at negotiated rates.
CONTINUING CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES		
CONTINUING CONSULTANT ENGINEERING SERVICES - HOUSING & HUMAN SERVICES		
CONTINUING CONSULTANT- PROFESSIONAL COASTAL ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL ECOLOGICAL ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL ENVIRONMENTAL SCIENCE ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL CIVIL ENGINEERING NRMO		
CONTINUING CONSULTANT ENGINEERING SERVICES - PUBLIC WORKS		
CONTINUING CONSULTANT APPRAISAL SERVICES		
CONTINUING CONSULTANT GEOTECHNICAL SERVICES		
CONTINUING CONSTRUCTION MANAGEMENT SERVICES		
CONTINUING CONSULTANT - A/E DESIGN SERVICES		
CONTINUING ENGINEERING SERVICES FOR MECHANICAL/ELECTRICAL/PLUMBING DESIGN		
CONTINUING ENGINEERING SERVICES STRUCTURAL ENGINEERING DESIGN SERVICES		
CONTINUING ROOFING CONTRACTING SERVICES		
CONTINUING ROOFING CONSULTANT SERVICES		
CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES APPROVED CIP PROJECTS THAT EXCEED CONTINUING CONSULTANT DOLLAR THRESHOLD	PER PROJECT BASIS	Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.) and Brevard County Policy BCC-26 at negotiated costs.



Received
FEB 25 2016
District 2 County Commission

Florida's Space Coast

Facilities Department
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051
www.brevardcounty.us/centralservices/facilities

TO: Commissioner Jim Barfield, District 2

FROM: Mary Bowers, Support Services Manager, Facilities

A handwritten signature in blue ink that reads 'Mary Bowers'.

DATE: February 24, 2016

**SUBJECT: Continuing Roofing Consultant Services
Bid #B-3-16-21**

Enclosed please three (3) each original contracts with Architects RZK, Inc., A/R/C Associates, Inc. and Terrance Meyers Architects for continuing roofing consultant services.

Please sign all nine (9) originals and forward to the Clerk to the Board for attesting, Mail Stop #10.

Should you have any questions please contact our office at 633-2050.

Thank you.

/mb

Enclosures

Note: **Clerk to the Board** – please return two (2) originals of each to Mary Bowers, Facilities, Mail Stop #81; retain one (1) original each for your records.



BOARD OF COUNTY COMMISSIONERS

Transit Services
401 S. Varr Ave.
Cocoa, FL 32922
635-7815 ext. 601

Inter-Office Memo

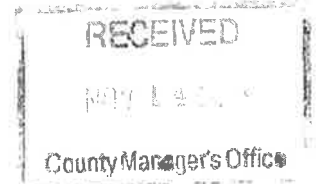
TO: Commissioner Jim Barfield, Chairman

THROUGH: Venetta Valdengo, Assistant County Manager

FROM: Jim Liesenfelt, Transit Services Director

DATE: November 14, 2016

RE: Request for Chairman's Signature



On August 18, 2015, the Board granted approval to solicit competitive proposals for Marketing Services for SCAT and authorized the Chairman to execute the contract. Transit Services went out to solicit proposals on August 1, 2016. Space Coast Advertising was the winning proposer and staff has negotiated the attached contract.

The County Attorney and Risk Management Offices have reviewed the contract and we have attached the contract review forms along with the Board Memorandum. We are requesting the Chairman to sign the final negotiated contract, attached.

If you have any questions, please do not hesitate to contact us at 321-635-7815 ext. 601 or e-mail me at jim.liesenfelt@brevardcounty.us.

Thank you for your assistance.



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 19, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director Attn: Leslie Rothering

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Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Etheridge".

Tammy Etheridge, Deputy Clerk

/kg

cc: Finance
Budget

RECEIVED

AUG 25 2015

Central County
Facilities Services

**ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016**

PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
BUS MAINTENANCE FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	\$3,760,000.00
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TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

1. Contractor: Space Coast Advertising	
2. Fund/Account #: 4130-363020-534000	3 Division Name: TRANSIT SERVICES
4. Contract Description: Marketing Services for Space Coast Area Transit Contract	
5. Contract Monitor: Cathy Lively	6. Mail Stop #: 44
7. Dept/Office Director: James Liesenfelt	8. Class Code: ZSER
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JPL	10/18/16
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DEY	11/1/2016
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		

If any office denies approval, the package will be returned immediately to the User Agency.

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NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

✓BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

1. Contractor: Space Coast Advertising	
2. Fund/Account #: 4130-363020-534000	3 Division Name: TRANSIT SERVICES
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ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	10/18/16
Risk Management	X	0	ML	11/3/16
County Attorney	0	0		
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

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NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

401 South Varr Avenue
Cocoa, FL 32922
Telephone: (321) 635-7815, ext. 231
Fax: (321) 633-1905



Letter of Transmittal

To: Clerk to the Board **From:** Cathy Lively
Dept: **Date:** November 17, 2016
Re: Contract for Signature **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

Qty	Description	Comments
1	Marketing Services Contract	Attached please find the Marketing Services Contract for the Chairman's signature and Clerk's attestation. Could we please get two certified copies upon completion?
1	Contract Back-up	Authorization Memo, Clerk's Memo and Contract Review Forms

Thank you!

MARKETING SERVICES FOR SPACE COAST AREA TRANSIT CONTRACT

This CONTRACT is entered into this 1st day of October, 2016, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY") on behalf of Space Coast Area Transit (hereinafter referred to as "SCAT") and Space Coast Advertising Consortium Inc. (hereinafter referred to as the "AGENCY") to provide Advertising and Ad Sale Services, (hereinafter referred to as "MARKETING").

WITNESSETH

WHEREAS, the COUNTY provides public transportation services to the citizens of Brevard by investing resources in SCAT; and

WHEREAS, the COUNTY has competitively procured the services of the AGENCY to provide Marketing Services as specified in RFP #P-3-16-15.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed upon by all parties as follows:

1. SERVICES: AGENCY shall provide marketing services for SCAT for Brevard County. AGENCY and the COUNTY agree to adhere to Exhibit A (attached) which describes the service to be provided. Additionally, the AGENCY shall be solely responsible for fulfilling ad sales service obligations to SCAT, as outlined in Exhibit C (attached), and ad sales reimbursement and revenue sharing obligations to SCAT, as outlined in Exhibit D (attached).

2. TERM: The term of this CONTRACT shall be for an initial period of three (3) years, with the option for a one-time extension of two (2) years, if both parties mutually agree upon the extension. The initial term of the three (3) years shall begin on October 1, 2016, and end September 30, 2019. The COUNTY shall notify AGENCY 60 days prior to the end of the CONTRACT regarding extension of the CONTRACT for two (2) year term. The AGENCY shall have exclusive rights to carry out the services delineated in this CONTRACT.

3. PAYMENTS: AGENCY and the COUNTY mutually agree that this CONTRACT shall provide for all services delineated in Exhibit A for the specified costs. The COUNTY shall not be responsible for any costs except as specifically set forth in this CONTRACT.

4. FUNDING: Advertising and marketing work may be canceled or reduced if such action is in the COUNTY's best interests or if there is a lack of funding available for the service. In such an event, the COUNTY will notify AGENCY in writing thirty (30) days in advance.

5. SEVERABILITY: In the event any provision of the CONTRACT is declared or determined by a court of competent jurisdiction to be void, unenforceable, unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the CONTRACT. Each provision of the CONTRACT is deemed to be separate and severable from each other provision.

6. INDEMNIFICATION AND INSURANCE: AGENCY agrees that it will fully indemnify and hold harmless COUNTY from any and all liability, claims, damages, losses, expenses (including attorney fees), proceedings and causes of action of every kind and nature arising out of or resulting from the performance of its work under this

CONTRACT, including the performance of any service, programs, duty, or obligation herein set forth, or with the use, occupation, management, or control of any vehicle or facility herein provided for or any improvement thereto or any furniture, furnishings, equipment, and fixtures used in connection with said vehicle or facility, where such claim, loss, damage, or expense is caused, in whole or part, by an act or omission of the AGENCY, or anyone directly or indirectly employed by the AGENCY, or anyone for whose acts any of them may be liable. AGENCY agrees to indemnify COUNTY and pay the cost of the COUNTY'S legal defense, including reasonable fees of attorneys as may be selected by COUNTY, for all claims described in the above hold-harmless clause. Such payment on behalf of COUNTY shall be in addition to any and all other legal remedies available to COUNTY. AGENCY agrees that it will satisfy, pay, and discharge any and all judgments that may be entered against COUNTY in such action or proceedings. The parties agree that specific consideration has been paid for this hold harmless indemnification CONTRACT. Further, it is understood that general principles of comparative negligence will apply; that is, the AGENCY will be responsible for its negligence and omissions and the COUNTY will be responsible for its negligence and omissions except as limited by Florida Statute Section 768.28.

The AGENCY, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT:

a. General Liability Insurance: General Liability Insurance issued by responsible insurance companies in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Professional Liability, Personal Injury, Bodily Injury and Property Damage per occurrence.

b. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

The AGENCY shall provide SCAT with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the COUNTY. Said Liability Policies shall provide that the COUNTY be an additional insured. SCAT shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida. Certificate(s) of Insurance must be provided to SCAT within ten (10) days of the execution of the CONTRACT.

7. MODIFICATIONS TO CONTRACT: This CONTRACT, together with its exhibits, constitutes the entire CONTRACT between the COUNTY and AGENCY and supersedes all prior written or oral understandings. This CONTRACT and its exhibits may only be amended, supplemented, or cancelled by a written instrument duly executed by the parties hereto.

8. CANCELLATION: AGENCY shall deliver all records, equipment, and materials to Brevard County within thirty (30) days of the date of termination or cancellation of this CONTRACT.

9. ATTORNEY'S FEES: In the event of any legal action to enforce the terms of this CONTRACT, each party shall bear its own attorney's fees and costs.

10. GOVERNING LAW: This CONTRACT shall be governed, interpreted and construed according to the laws of the State of Florida.

11. VENUE: Venue for any legal action by any party to this CONTRACT to interpret, construe or enforce this CONTRACT shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

12. ASSIGNMENT, TRANSFER OF INTEREST, SUBLETTING: There shall be no assignment/transfer of interests or delegation of AGENCY rights, duties, or responsibilities under this CONTRACT without the prior written approval of the COUNTY. AGENCY shall not sublet except with the written consent of the COUNTY, other than what is delineated in this CONTRACT. No such consent shall be construed as making COUNTY a party to such subcontract, or subjecting COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve AGENCY of liability and obligation under this CONTRACT, and all transactions with the subcontractor must be through the COUNTY.

13. TERMINATION: If either party fails or refuses to perform any of the provisions of this CONTRACT or otherwise fails to timely satisfy the CONTRACT provisions, either may notify the other party in writing of the nature of the party's failure to perform and advise the nonperforming party that it has ten (10) days within which to cure the failure to perform and if not cured, the contract will be terminated at the end of that 10 day period. The aggrieved party shall have the option to terminate the CONTRACT or such part of the CONTRACT as to which there has been delay or a failure to properly perform at the end of the 10 day cure period if failure to perform has not been cured by providing the nonperforming party with written notice of the option it has chosen. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for (work completed or services provided)

prior to the effective date of termination. Written notices shall be provided as set forth in paragraph 25.

- a. Billings upon Termination: Upon termination of this CONTRACT, the AGENCY shall bill all third parties within 10 days of notification of termination. The AGENCY shall be entitled to payment for services and advertisements placed during the termination period only if said services or placements are approved in writing by SCAT after receipt of the notice or, with the express written consent of SCAT, for services or placements approved prior to the effective date of termination.
- b. Assignment upon Termination: Upon termination or upon expiration of this CONTRACT by SCAT, the AGENCY agrees to assign to SCAT all current transit advertising sales contracts, for all advertising placed on SCAT's fleet. Such contracts shall thereupon become the property of SCAT. SCAT agrees to pay (or caused to be paid to) the AGENCY, sixty percent (60%) of the gross advertising revenue from all current transit advertising sales contracts that extend beyond the expiration date of this CONTRACT, plus all unamortized production costs of said transit advertising sales contracts. Upon request by SCAT, the AGENCY shall provide to SCAT a detailed listing of outstanding contracts and the value that would be due, either at termination, or at the execution of a SCAT transit advertising sales contract with an entity other than the AGENCY.

Should the AGENCY's response to the next Request for Proposal for transit advertising sales result in a continuance of the contractual relationship between SCAT the AGENCY, the AGENCY shall continue to retain the rights

and responsibilities for the transit advertising sales contracts that extend beyond the expiration date of this CONTRACT, plus all unamortized production costs of said transit advertising sales contracts, in accordance with the terms of Exhibit D.1., D.2., and D.3. of this CONTRACT.

14. RIGHT TO AUDIT RECORDS: The COUNTY and its auditors shall be entitled to audit the books and records of AGENCY to the extent that such books and records relate to the performance of this CONTRACT. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by AGENCY for a period of three (3) years from the date of final payment under this CONTRACT unless a shorter period is otherwise authorized in writing.

15. UNAUTHORIZED ALIEN WORKERS: Brevard County will not intentionally award publicly-funded contracts to any AGENCY who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider AGENCY's intentional employment of unauthorized aliens as grounds for immediate termination of the CONTRACT.

16. FEDERAL TAX ID NUMBER: AGENCY shall provide to the COUNTY its Federal Tax ID Number.

17. EMPLOYMENT: AGENCY shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission thereof, to provide services relating to this CONTRACT without written consent from the COUNTY.

18. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a AGENCY, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

19. REGULATORY REQUIREMENTS: AGENCY shall be aware of and comply with all federal, state, and local laws, including those pertaining to licensing and permitting for the provision of services under this CONTRACT. These laws include, but are not limited to the Clean Air Act, the Clean Water Act, the Energy Policy Act, the Conservation Act, and the Americans with Disabilities Act. AGENCY agrees to comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

20. PUBLICATION, REPRODUCTION AND USE OF MATERIAL: No custom material produced in whole or in part under the CONTRACT shall be subject to copyright in the United States or in any country. SCAT and Federal Transit Administration (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under this CONTRACT. The AGENCY shall obtain releases, licenses, permits, or other authorization to use

photographs, copyrighted materials, artwork, or any other property or rights belonging to third persons obtained by the AGENCY for use in performing services for SCAT and shall not be responsible for any claims arising with respect to such use.

21. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this CONTRACT, AGENCY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. AGENCY shall take affirmative action to ensure that applicants are hired and employees are treated without regard to their race, color, religion, sex, age, or national origin. AGENCY must ensure that affirmative action policies are being applied to 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. AGENCY agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

22. CERTIFICATIONS: AGENCY agree to adhere to and maintain all of the assurances provided as a part of their proposal including Drug Free Workplace Certification, Certifications Regarding Debarment, Suspension, and other responsibility matters, attached hereto as Exhibit E.

23. CONSTRUCTION OF CONTRACT: The parties hereby acknowledge that they have fully reviewed this CONTRACT and its attachments, and have had the opportunity to consult with legal counsel of their choice, and that this CONTRACT shall not be construed against any party as if they were the drafter of the CONTRACT.

24. NOTICE: Notice under this CONTRACT shall be given to the COUNTY by mailing written notice, postage prepaid to: Space Coast Area Transit, 401 South Varr

Avenue, Cocoa, Florida 32922. Notice to AGENCY shall be mailed to: Space Coast Advertising Consortium, 3525 Palmer Drive, Titusville, FL 32780.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chairman

SEAL

Date: 8/18/15

As approved by the Board on August 18, 2015.

Reviewed for Legal Form and Content by:




Diana Yuan, Assistant County Attorney

SPACE COAST ADVERTISING CONSORTIUM

WITNESS:

By: 

Wendy Ellis, President



Signature

Date: 11-11-2016

EXHIBIT A

MARKETING SERVICES

1. PURPOSE:

The purpose of Exhibit A is to authorize services for the improvement and marketing and advertising which will increase the visibility and usage of SCAT services. The issue of consumer information and marketing has been a consistent need identified by citizens, elected officials and others in the community. The services are to be provided for SCAT as a public transportation provider, which includes but not limited to fixed route, special services, which enhance ridership and commuter assistance activities. The scope of services includes the annual development of a calendar of activities, which will serve as the plan over the life of this agreement. Products and deliverables are to be produced so that SCAT can replicate or continue the services in the future without the direct involvement of the AGENCY. Specifically, the services provided are expected to lead to increases in ridership and knowledge of the SCAT system, improve use of resources, and leverage other media opportunities.

2. SCOPE OF SERVICES:

The AGENCY shall be required to develop, on an annual basis, an overall marketing plan designed to increase ridership and promote Space Coast Area Transit routes as follows:

2.1 Research

- a. Evaluate other transit authorities and their marketing efforts.
- b. Coordinate and compile information from focus groups comprised of SCAT employees and other groups as determined by SCAT and the Agency.
- c. Evaluate existing research on public transit in Brevard County as compiled by SCAT and other entities.
- d. Encourage other entities doing research in Brevard County on an on-going basis to include questions relevant to SCAT in their surveys.
- e. Remain active in the Florida Transit Marketing efforts.

2.2 Strategy and Goals

- a. Determine short and long-range goals and objectives.
- b. Development of advertising and public relations strategies.
- c. Develop method of evaluating campaign and agency effectiveness.

2.3 Media Plan

- a. Develop specific media goals based on market research.
- b. Negotiate favorable media buys with and recommended media.
- c. Formulate an annual media plan and schedule.

- 2.4 Public Relations
 - a. Create strategy for building SCAT's image.
 - b. Develop an overall plan for press and community relations.
 - c. Produce professional community representation materials.

- 2.5 Promotional Plan
 - a. Develop a plan of action for seasonal promotions and special events.
 - b. Create an annual calendar for promotions.
 - c. Detail dollar, time and personnel requirements for events.

- 2.6 Web-Based Plan
 - a. Maintain and upkeep Space Coast Area Transit's website, and ensure it is relevant, reliable, and viable.
 - b. Maintain and upkeep Space Coast Area Transit Facebook, Twitter, and Social Media sites, so as to be relevant, reliable, and viable.
 - c. Maintain and upkeep Space Coast Area Transit's GTFS data relevant, reliable and viable.

- 2.7 Budget
 - a. Based on available budget, establish a cost proposal with line items for all above categories.
 - b. Include estimation of direct expenses.
 - c. Include cost of creative artwork required to implement the campaign.

- 2.8 Schedule/Timeline
 - a. The marketing plan shall cover a one-year period from January 1 to December 31.
 - b. Detail a month-by-month plan to initiate and/or complete phases of campaign.

3. SCOPE ASSUMPTIONS:

- 3.1. The AGENCY agrees to attend a monthly meeting with SCAT to review all on-going projects and update strategies and goals. SCAT shall be entitled at all times to be advised, at its request, as to the status of the work being done by the AGENCY and the details thereof.

- 3.2. The AGENCY shall cancel or modify, in accordance with the Transit Director or designees written instructions, any work in progress. When directed to cease work, the AGENCY shall immediately terminate all third party commitments concerning such work where the agency has such right of termination. The AGENCY shall enter into non-terminable

commitments only after obtaining written authorization from the Transit Director. Should the AGENCY enter any non-terminable Agreements without the Transit Directors authorization, the AGENCY shall not be entitled to any payment or reimbursement for such Agreements.

3.3. The AGENCY is considered an expert in its field and is being hired for its knowledge, experience, and expertise in developing appropriate advertising, and contracting with others for appropriate advertising on SCAT vehicles. Nevertheless, the AGENCY shall produce services for SCAT only after first submitting any copy, layouts, scripts or story boards to the Transit Director for approval. It is understood that some of the items listed above will require approval of the County Manager or designee. The AGENCY shall not incur any advertising obligations, provide any services for the SCAT account, or make financial expenditures, direct or indirect, for SCAT's account without first obtaining written approval of the Transit Director. In order to obtain approval, the AGENCY shall submit cost estimate authorization containing full descriptions of the activity and estimates of the cost of the obligations or services involved, including media costs, cost of preparation of the advertisements, cost of production, and any additional costs.

3.4. Other Services:

The AGENCY and SCAT may negotiate other services needed to promote bus services, public transportation, or commuter service in Brevard County. Such services may include public information/marketing materials, marketing program plan, media buying services, and training seminars. Should the need arise, SCAT may utilize the services of the AGENCY to provide other marketing and advertising services, including but not limited to the promotion of bus services, public transportation or commuter service in Brevard County. Such additional services shall be provided through the issuance of a work order issued by SCAT, provided that the parties have first negotiated an agreeable fee for such other service.

4. ADVERTISING COSTS AND EXPENDITURES, COMMISSIONS, PROFESSIONAL SERVICES FEE:

4.1. AGENCY Costs: Exhibit B will govern the AGENCY costs and other reimbursable costs. The AGENCY shall properly incorporate SCAT's advertising message in mechanical, computerized, or other appropriate forms; check and verify insertions, displays, broadcasts, or other means used in such manner as customary and good practice by advertising agencies; and audit invoices for space, time, material, and services. The AGENCY and SCAT shall be responsible for prompt payment of any invoice presented. All invoices will be paid in accordance with Section 218.70 of Florida Statutes.

- 4.2. Travel and Out of Pocket Expenses: The AGENCY shall be responsible for travel expenses unless approved in advance by the SCAT Transit Director. Costs incurred cannot exceed county and state reimbursement policies in effect at the time of the billing.
- 4.3. Adjustments: In ordering the space, time or means to be used for the SCAT's advertising, the AGENCY shall endeavor to secure the most advantageous rates available. The AGENCY shall pay all bills for such amounts as may be due, with sufficient promptness.
- 4.4. Commissions: The AGENCY shall be entitled to a 15% commission on any media advertising (via television, radio, or newspaper) approved by SCAT, negotiated and pre-paid for by the AGENCY, and reimbursed by SCAT in conjunction with Exhibit B. The AGENCY shall not be entitled to a commission for purchase of advertising space paid directly by SCAT.
- 4.5. Professional Services Fee: The AGENCY shall be paid a professional services fee for services contemplated by this contact.

4.5.1. The professional services fee shall be \$97,920 per year three (3) of the contact, and if the extension option is recognized, \$97,920 per year four (4) and five (5) of the contract. The fee shall be paid as follows:

A. Annual Marketing Plan: The fee shall be \$39,600 per year, paid in two (2) equal installments of \$19,800 as follows: 50% upon commencement, 50% upon completion.

B. Professional Services Fee: The fee shall be \$58,320 per year, paid in twelve (12) monthly installments of \$4,860.

4.5.2. The AGENCY may request up to a 2% increase in Professional Service Fees per year. The request must be submitted, in writing, 30 days before October 1st each year.

5. TRADE

The AGENCY may establish trade outs on behalf of SCAT. Such program shall be included in the AGENCY'S monthly fee and the AGENCY shall not be entitled to additional compensation for arranging trade outs for services.

6. BILLING AND PAYMENT

- 6.1. Method of Payment: The AGENCY shall bill SCAT for all fees and costs by submitting a monthly invoice including copies of effective contracts, insertion orders, a recapitulation of credits and debits affecting previously submitted statements or invoices, and substantiating bills, tear sheet and/or broadcast affidavits or other proof of publication for invoices presented for payment. No payments shall be made or invoices without itemized invoices and receipts attached. The AGENCY shall bill SCAT for a monthly professional services fee as specified in Exhibit B.

SCAT reserves the right to make direct payment for media purchases made by the AGENCY. Media bills shall be paid only after verification by the AGENCY.

- 6.2. Partial Payment: In the event a portion of an invoice submitted to the COUNTY for payment to the AGENCY is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) shall be processed for payment without regard to that portion which is in dispute.
- 6.3. Time of Payment: SCAT shall pay the AGENCY pursuant to Section 218.70 et seq. Florida Statutes known as the "Florida Prompt Payment Act." Invoices submitted to the AGENCY for approved expenditures shall be paid promptly by the AGENCY to maintain a favorable credit standing with all media, assure publication on desired dates and advantageous issues, and earn cash discounts, where applicable, for such prompt payment.

7. **PROPERTY RIGHTS**

- 7.1. Exclusive Property of the County: All intangible and tangible property including slogans, ideas, plans, and all protection materials submitted or developed by the AGENCY for SCAT during the term hereof, whether or not used, and any and all layouts, copy, art work, films, and other tangible property which the AGENCY prepared for SCAT or acquired for its account pursuant to an advertising program for SCAT shall be the property of SCAT. Any of this property may be copyrighted, patented or otherwise restricted by SCAT and shall not be subject to copyright except by SCAT, or the AGENCY on behalf of SCAT and SCAT shall have the unrestricted authority to publish, disclose, distribute, license and otherwise use any report, data, or other materials prepared under this Agreement. Neither the AGENCY nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this Agreement. There shall be no additional compensation for the rights and property granted under this paragraph.
- 7.2. Dissemination of Information: Any reports, information, data, etc. given to, prepared or assembled for or by the AGENCY under this Agreement

which SCAT requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of SCAT. Nothing contained in this Agreement shall be construed to prohibit the release of information pursuant to the requirements of Florida law relating to public records.

- 7.3. Contracted Materials and Services: All contracts for the acquisition or use of materials and properties, and for the employment of talent, shall be entered into and signed by the AGENCY to the end that all materials, properties and rights obtained by virtue of such contracts shall become the property of SCAT.
- 7.4. Releases: The AGENCY shall obtain releases, licenses, permits, or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third persons obtained by the AGENCY for use in performing services for the COUNTY and shall be responsible for any claims arising with respect to such use. SCAT shall obtain same for any such items obtained by SCAT which are used by the AGENCY in performing such services, and shall be responsible for any claims arising with respect to the use of such items. The AGENCY shall provide SCAT with the forms necessary to accomplish SCAT's obligation under this paragraph.
- 7.5. Disposition of Property: When the AGENCY shall determine that artwork, photographs, manuscripts, and any other similar property are of no further use in carrying out this Agreement, or this Agreement is terminated as provided in Paragraph VIII, the AGENCY shall notify SCAT in writing and shall clearly describe the particular items. SCAT shall then notify the AGENCY in writing of the disposition SCAT desires with respect to such items. All shipping and transportation costs shall be borne by SCAT, and the AGENCY shall not be obligated to store the material at its expense except for a period not to exceed 30 days after notice has been given to SCAT. These provisions shall apply whether the items in question are in the possession of the AGENCY or third parties.
- 7.6. County Tangible Property: The AGENCY shall hold for SCAT and account for or return upon request to SCAT any tangible property of SCAT which may from time to time be entrusted to the AGENCY for the purposes provided herein. The AGENCY shall reimburse the cost of the tangible property in the event of theft or loss of said tangible property.
- 7.7. County-Provided Information: SCAT shall be responsible for the accuracy, completeness, and propriety of information concerning products and services which it furnished to the AGENCY in connection with the performance of this Agreement.

EXHIBIT B
COST ANALYSIS
MARKETING PROMOTIONAL SERVICES ANNUAL BUDGET
(AS OF OCTOBER 1, 2016)

The items and figures in Section I, II, and III below represent items which are reimbursable under the contract, and monies allocated for those services in the current annual budget for SCAT marketing services. The amounts currently available are not “guaranteed” to be available for the duration of the contract, as the availability of such monies fluctuates from year to year. Advertising and marketing work may be cancelled or reduced if such action is the COUNTY’s best interests or if there is a lack of funding available for the service. Nor is the AGENCY entitled to receive all of the monies allocated for these services. The figures represent County funds currently available for SCAT marketing services, and are provided to aid the AGENCY in determining the volume and quality of services to provide in order to obtain reimbursement. In no case shall reimbursable expenditures/costs exceed the amounts in Section I, II, and III.

	Year 1 & 2	Year 3 (Yr 4 & 5 Option)
I. SCHEDULES AND MAPS COSTS:	\$125,000	\$125,000
<ul style="list-style-type: none"> • Schedules and Schedule Changes • Maps, System Maps • Bus Stop Map PVC Boards • Riders Guide • Interior Bus Sign Maps • Map PDF’s and PVC Boards • Spanish Maps 		
II. WEB-BASED COSTS:	\$170,000	\$170,000
<ul style="list-style-type: none"> • Update Interactive Maps • Website Trip Planner • RideSCAT.com Annual Content Updates • Hosting for RideSCAT.com • Software for Google Transit 		

	Year 1 & 2	Year 3 (Yr 4 & 5 Option)
III. MARKETING PLAN COSTS:	\$200,000	\$200,000
<ul style="list-style-type: none"> • Print Media • Television • Social Media • Retainer Fees 		
TOTAL COST:	<u>\$495,000</u>	<u>\$495,000</u>

EXHIBIT C

AD SALES SERVICES

SCAT and AGENCY mutually agree and understand that the AGENCY shall maximize advertising opportunities to the fullest possible extent by selling, placing, administering, planning, and managing interior and exterior bus advertising for SCAT vehicles. The AGENCY has been retained by SCAT to carry out an advertising program as follows:

1. ADVERTISING RESTRICTIONS. The AGENCY shall provide SCAT with a copy of all advertisements. The AGENCY shall not display any advertisement, which contains or promotes alcohol products, tobacco products, or political advertising. The AGENCY shall consider public service advertisements sponsored by organizations which sell or manufacture alcohol or tobacco products, when an objectionable product of material is not promoted. The AGENCY shall not approve any advertisement, which promotes an organization that derives revenue only on alcohol or tobacco sales.
2. EXCUSABLE DELAYS. The AGENCY shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining or performing the service by causes beyond its control, including but not limited to: any incident of fire, flood, strikes, or acts of God; commandeering of material products, plants or facilities by Federal, State, or local government; or acts of omission by SCAT, when satisfactory evidence thereof is presented to SCAT, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the AGENCY.
3. CONTRACTS FOR ADVERTISING. The AGENCY shall not enter into any contracts for advertising on or in any SCAT vehicle that extends beyond September 30, 2019, or with CONTRACT extension, September 30, 2021, without prior written consent of the SCAT Director or designee. The AGENCY agrees to provide SCAT a copy of all executed contracts with third party advertisers.
4. AVAILABILITY OF VEHICLES. SCAT shall apply or assist in arranging the application of the selected advertising mediums to vehicles it shall make available for this purpose during the term of this agreement. SCAT shall inform the AGENCY of any and all fixed route changes. The AGENCY acknowledges and understands that buses are not usually assigned to one particular route. Bus and route assignments depend upon seating capacity and ridership and can therefore be changed as necessary. If an advertisement is sold to a third-party advertiser based on selected routes, SCAT will work reasonably to maximize the needed route assignments under that third party contract. In all circumstances, SCAT shall have the final determination concerning all vehicle ridership and route assignments.

SCAT may make vehicles available for public and community relations or promotions by advertiser when it is demonstrated to SCAT's satisfaction that such activity also shall promote transit services or programs. In such cases where SCAT determines that such activity does not otherwise serve to meet transit needs or promote transit services or programs, the advertiser may purchase the time that vehicles (including driver wages, fuel, and other operating expenses) are needed. All vehicle availability is subject to FTA Charter Regulations.

5. ADVERTISING MEDIUMS. The AGENCY may select from several advertising mediums described as follows:
 - a. Illustrated Buses: Windows and doors are covered with a clear polyester film. This film covers all the windows. The entire bus is then covered with a vinyl wrap or illustrated with painted designs.
 - b. Transit Vinyl: This medium is a vinyl of varying dimensions, which is applied to the bus with adhesive or adhesive backing. The vinyl may be painted, screen painted, air brushed, have vinyl lettering, or graphics.
 - c. Interior Brochure Racks: This medium may include installation of interior signs placed throughout the bus for passenger review.
 - d. Additional Advertising Mediums: Additional advertising mediums may be allowed, subject to prior authorization by SCAT.

6. INSTALLATION APPLICATION OF ADVERTISING MEDIUM. SCAT shall have responsibility of scheduling bus down time for the purposes of paint work or application of the selected medium. SCAT shall schedule for installation of signs as soon as the selected bus can be made available. SCAT shall not be responsible for damage that may occur to signs during routine maintenance and washing of vehicles. SCAT shall replace, to the extent that spare signs are provided by the advertiser, damaged or stolen signs. SCAT shall return all signs upon written request of the AGENCY within 30 days of the termination of the CONTRACT with the AGENCY. SCAT shall not be responsible for the condition of any such returned signs. The cost of return postage shall be the responsibility of the AGENCY.

Any medium of advertising, which is damaged by auto/vehicle accident, shall be repaired by SCAT at SCAT's cost. The advertiser shall bear the cost of returning a bus to a white envelope condition at the end of the contract period. The advertiser shall be responsible for the cost of damage caused by removal of transit vinyl.

7. SCAT REPORTS. SCAT shall at the request of the AGENCY provide a log of routes that a particular bus has been assigned to.

8. SERVICES FOR NON-PROFIT ORGANIZATIONS AND SCAT. The AGENCY shall have the discretion to enter into third party agreements with non-profit agencies holding IRS exemption 501c3 and governmental organizations promoting public service. SCAT shall be permitted to place certain signs related to public transportation related services at no charge. SCAT may place such signs as not to impede profit-making opportunities for the AGENCY or revenue opportunities for SCAT.
9. RIGHT TO DENY. The AGENCY shall have the right to deny advertising to entities, which in their sole discretion, would not be appropriate advertisements for Brevard County vehicles.
10. SCAT's RESPONSIBILITY. The AGENCY and SCAT agree that SCAT shall be responsible for the following:
 - a. To make available the subject transit bus/es to the AGENCY so that advertiser's customized bus can be completed.
 - b. During the term of this CONTRACT and any extension thereof, SCAT will allow all production to be done exclusively by the AGENCY.
 - c. To provide advertiser with a minimum of 200 days during which said transit bus/es shall each be used in providing service, the advertising exposure thereby, for each year that this CONTRACT or any extension thereto is in existence.
 - d. To make said transit bus/es available to advertiser for lease under terms that would be separately agreed upon in writing. Such lease cannot violate Federal Transit Administration (FTA) Charter rules.
11. BUS RETIREMENT. It is understood that SCAT will have a need to retire buses from time to time. Should SCAT notify the AGENCY in writing that a bus is being retired within 6 months, the AGENCY will be responsible for ensuring that any new advertising placed after said notification will not exceed the 6 month period prior to retirement of said bus(es). Should the AGENCY place ads that exceed this time period, the AGENCY will be responsible for the cost of production for duplicating the ad on a different bus.

EXHIBIT D

AD SALES REIMBURSEMENT & REVENUE SHARING

SCAT and AGENCY mutually agree that advertising services shall be sold in a manner, which maximizes revenue to SCAT.

1. REVENUE SHARING METHODOLOGY.

- a. All gross revenue received from any contracts executed after October 1, 2016, by the AGENCY shall be subject to revenue sharing split as follows: 40% to SCAT and 60% to the AGENCY. All payments due to SCAT pursuant to the revenue sharing arrangement shall be guaranteed by the AGENCY on a monthly basis.
- b. During the term of the contract or any extensions thereof, the AGENCY will provide the following on an annual basis at no charge to SCAT.

Four (4) bus advertising panels, three (3) times per year (changed out quarterly) including artwork and production of panels, excluding reclamation.

Value is determined by current Rate Card, which has been reviewed and approved by the SCAT Director.

During the life of the contract or any extensions thereof, the AGENCY, through their partnership with Clear Channel Outdoor, offers \$100,000 in billboard advertising annually, which translate into 2 exclusive spots per day on the Clear Channel digital network, or 8 seconds of coverage every 64 seconds, or 1,250 eight-second spots per day for each spot, for a total of 2,500 spots per day.

- c. Trade-outs negotiated by the AGENCY (written or oral) will not be considered cash and will be used to directly benefit the SCAT advertising program. In order to maximize advertising revenue generated for SCAT, the AGENCY will make every attempt to execute cash contracts as opposed to trade-outs. SCAT shall have the right to approve any and all tradeouts, including those that vary from the desired value.
- d. The AGENCY shall have the discretion to enter into third party agreements with non-profit agencies holding an IRS exemption designation 501c3 and governmental organizations promoting public services. Such non-profit agencies shall be permitted to purchase services at no less than 50% of the standard rate schedule.

2. REVENUE REPORTING & PAYMENT.

- a. The AGENCY will be responsible for invoicing, depositing, and dispersing the revenue from advertising sales. The AGENCY will provide the SCAT ONE (1) original copy of the monthly statement as delineated in Item B. The AGENCY will review the monthly statement with SCAT. The AGENCY will guarantee receipt of the statement from the AGENCY to SCAT.
- b. The AGENCY shall provide an acceptable monthly statement of revenue and expenditures to SCAT based on Section 1 of Exhibit D - "Revenue Sharing Methodology". The AGENCY will assume full fiduciary responsibility for all monetary transactions in conjunction with this CONTRACT.
- c. The AGENCY guarantees to pay SCAT all monies due based on receipt of said monies from advertisers no later than the 30th of the month after the month in which the AGENCY revenue is received.
- d. Interest: Any interest on overdue payments shall be revenue retained by the AGENCY, as payment in full, for purposes of collection expenses and/or attorneys fees, in the collection of overdue SCAT accounts.

3. ADVERTISING FEE AND RATE PUBLICATION.

The AGENCY shall establish an advertising fee and rate schedule to be used in the sale of all advertising subject to approval of the SCAT Director. The AGENCY may revise the schedule from time to time subject to the approval of the SCAT Director.

4. TERMINATION OR EXPIRATION OF CONTRACT.

Upon termination or upon expiration of this CONTRACT by SCAT, Paragraph 13.b. of the CONTRACT will govern as applicable.

EXHIBIT E
FTA STANDARD CLAUSES

FEDERAL CLAUSES

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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

respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall 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 the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or

exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

All contracts over \$100,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make,

or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. **Termination for Convenience (General Provision)** the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to

contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the

recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- (a) **Nondiscrimination in Federal Public Transportation Programs.** The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- (b) **Nondiscrimination – Title VI of the Civil Rights Act.** The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- (c) **Equal Employment Opportunity.** (1) **Federal Requirements and Guidance.** The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) **General.** The Recipient agrees to: (a)

Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

- (d) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under FAST Act and previous legislation,
- (e) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of

1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

- (f) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- (g) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

- (h) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- (i) Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- (j) Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- (k) Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (2) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights

developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this 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 the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to

the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

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

Ineligible Contractors and Subcontractors

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

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

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

Environmental Protections

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

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

Geographic Information and Related Spatial Data

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

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

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

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

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award

identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Firm Name: Space Coast Advertising Consortium, Inc.

Type or Print Name of Authorized Representative: Wendy B. Ellis

Signature: Wendy B. Ellis Date: 11-11-2016

Email: ellispacecoast@ad.com Phone: 321-305-6521

**FEDERAL CERTIFICATIONS
CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, Wendy R. Ellis, President, hereby certify
(Name and Title of Official)

On behalf of Space Coast Advertising Construction, Inc. that:
(Name of Bidder/Company Name)

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 any agency, a Member of Congress, and 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 or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

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

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Firm Name: Space Coast Advertising Construction, Inc.

Type or Print Name of Authorized Representative: Wendy R. Ellis

Signature: Wendy R. Ellis Date: 11-11-2016

Email: ellis@spacecoastad.com Phone: 321-305-6521

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
- a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Firm Name: Space Coast Advertising Consortium, Inc
Type or Print Name of Authorized Representative: Nancy R. Ellis
Signature: [Handwritten Signature] Date: 11-11-2016
Email: nellis@spacecoastad.com Phone: 321-305-6521

moved from H.C. 1

Meeting Date
August 18, 2015



AGENDA	
Section	Consent N.B.
Item No.	H.C. 1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, PROPOSALS AND REQUEST FOR QUALIFICATIONS (FY 2015/2016) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS
DEPT/OFFICE:	CENTRAL SERVICES DEPARTMENT/PURCHASING SERVICES

Requested Action:

It is requested the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2015/2016.

1. Solicit competitive bids, quotes and/or negotiate competitive agreements and award to lowest, responsive and most qualified supplier.
2. Solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or designee; and award contracts and/or open purchase orders with the best-ranked proposer.
3. Exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices. This establishes the continuance of the contract is favorable prior to extension of the agreement.
4. Authorize the Chairman to execute contracts and contract renewals over \$100,000 in annual value.

Summary Explanation & Background:

Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and request for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely used items and services and will eliminate an estimated several thousand individual purchase order transactions. Also to expedite the award process, the County Manager currently has Board authorization to solicit, award and execute contracts up to \$100,000. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals; and Purchasing and user agency staff members for determining responsive and responsible bids.

The competitive procurement method (competitive bid vs. competitive proposal) will be determined by the individual services or commodity requirements. Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes §287.055, "Consultants' Competitive Negotiation Act". Florida Statute §287.055 allows the County to enter into

Continued. Page 2

Clerk to the Board instruction: Return one copy to Department

Exhibits Attached: Annual Procurement Commodity and Services List (FY 2015/2016)

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Frank Abbate			Department Director / Extension			
Stockton Whitten	Assistant County Manager	Venetta Valdengo			Teresa Camarata/ext.5-5492		<i>Teresa Camarata</i>	

PAGE 2

SUBJECT: PERMISSION TO ISSUE ANNUAL SUPPLY BIDS, QUOTES AND PROPOSALS
(FY 2015/2016) AND/OR NEGOTIATE COMPETITIVE AGREEMENTS

SUMMARY EXPLANATION & BACKGROUND, CONTINUED

continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, if the professional services under the contract do not exceed \$200,000. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements/discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation and vendor performance. The using agencies and the Purchasing Manager or designee will document recommendations of exercising renewal options in the official bid or proposal files.

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Fiscal Impact FY 15/16: Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated bla purchase orders.

Name: Contact: Leslie. Rothering, Purchasing Services
Phone: x5-6038, leslie.rothering@brevardcounty.us

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
AGRICULTURAL EQUIPMENT OEM REPLACEMENT PARTS	1 YR W/ 1 YR OPTION.	\$80,000.00
ALARM MONITORING	1 YR W/ 3-1 YR OPTIONS	\$75,000.00
APPRAISALS & APPRAISAL REVIEW SERVICES*	NONE	VARIED
ASPHALTIC CONCRETE	1 YR W/ 3-1 YR OPTIONS	\$2,000,000.00
AUTOMOTIVE EQUIPMENT AND BATTERIES	1 YR W/ 1 YR OPTION.	\$167,000.00
AUTOMOTIVE PARTS (including Ford & Chevy OEM)	1 YR W/ 1 YR OPTION.	\$100,000.00
CARPET CLEANING	1 YR W/2-1 YR OPTIONS	\$95,000.00
CEMENT - BULK PORTLAND & BAGS	1 YR W/ 1 YR OPTION.	\$80,000.00
CERTIFIED BASE ROCK	1 YR W/ 1 YR OPTION.	\$100,000.00
CHEMICALS - AGRICULTURAL & AQUATIC & FERTILIZERS	1 YR W/ 1 YR OPTION.	\$300,000.00
CONCRETE CRUSHING - ONSITE	1 YR W/ 1 YR OPTION.	\$80,000.00
CONCRETE PIPE	1 YR W/ 1 YR OPTION.	\$180,000.00
CONCRETE SIDEWALK, GUTTER & CURB CONST.	1 YR W/ 1 YR OPTION.	\$250,000.00
DRAWBRIDGE MAINTENANCE	1 YR W/ 3-1 YR OPTION.	\$80,000.00
ELECTRICAL SERVICES	1 YR W/ 1 YR OPTION.	\$215,000.00
EMERGENCY WATER & WASTEWATER REPAIRS	1 YR W/1 YR OPTION	\$250,000.00
FENCING	1 YR W/ 1 YR OPTION	\$150,000.00
FILL DIRT - SELECT COMMON FILL	1 YR W/ 1 YR OPTION.	\$2,000,000.00
FIRE ENGINE OUTFITTING EQUIPMENT	1 YR W/1 YR OPTION	\$200,000.00
GENERATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES	1 YR W/2-1 YR OPTION	\$80,000.00
GRASSING SERVICES (SEED, MULCH, SOD)	1 YR W/ 1 YR OPTION.	\$250,000.00
HVAC AIR CONDITION SERVICES	1 YR W/ 1 YR OPTION.	\$450,000.00
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR W/ 1 YR OPTION.	\$100,000.00
JANITORIAL SERVICES*	1 YR W/ 3-1 YR OPTIONS	\$500,000.00
JANITORIAL SUPPLIES (incl. CAN LINERS)	1 YR W/ 1 YR OPTION.	\$200,000.00
LABORATORY SERVICES	1 YR W/ 1 YR OPTION.	\$200,000.00
LANDFILL GAS REPAIRS	1YR W/ 2 1 YR OPTION	\$100,000.00
LAWN/GROUND MAINTENANCE & MGMT*	1 YR W/ 1 YR OPTION.	\$740,000.00
LIMERICK	1 YR W/ 1 YR OPTION.	\$325,000.00
LUBRICATING OILS	1 YR W/ 1 YR OPTION.	\$122,000.00
MANHOLES, INLETS & GRATES (PRE-FABRICATED)	1 YR W/ 1 YR OPTION.	\$100,000.00
MED. EXAM. REMOVAL & TRANSPORT OF BODIES	1 YR W /5- 1 YR OPTIONS	\$113,000.00
MEDICAL DIRECTOR SERVICES	1 YR W/ 4-1 YR OPTIONS	\$70,000.00
MEDICAL SUPPLIES inc. Pharmaceuticals, Controlled Drugs and Gloves	1 YR W/ 1 YR OPTION.	\$910,000.00
MIX-IN PLACE ROAD RECYCLING	1 YR W/ 2-1 YR OPTION.	\$100,000.00
MULCHING SERVICES	1 YR W/ 2-1 YR OPTION.	\$2,500,000.00
OFFICE SUPPLIES	1 YR W/ 1 YR OPTION.	\$175,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

BIDS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
PAINT SUPPLIES AND /OR SERVICES	1 YR W/ 1 YR OPTION.	\$150,000.00
PERSONAL PROTECTION EQUIPMENT	1 YR W/2 (1YR) OPTIONS	\$100,000.00
PIPE - CURED IN PLACE	3 YR W/1-YR OPTION	\$200,000.00
PLUMBING SERVICES (HOURLY RATES)	1 YR W/ 1 YR OPTION.	\$100,000.00
POLYMER	1 YR W/2 1YR OPTION.	\$150,000.00
PUMP AND COMPRESSOR REPAIR	1 YR W/ 1 YR OPTION.	\$300,000.00
RECYCLING ELECTRONICS	1 YR W/2-1 YR OPTION.	\$190,000.00
ROAD CONSTRUCTION – MISC. MATERIALS	1 YR W/ 1 YR OPTION.	\$300,000.00
ROAD STRIPING	1 YR W/2 YR OPTION.	\$500,000.00
ROOFING/GUTTER MATERIALS AND SERVICES	1 YR W/ 3-1 YR OPTION.	\$300,000.00
SAND MATERIAL-PARKS & REC	1 YR W/ 1 YR OPTION	\$105,000.00
SCRAP METAL	2 YR W 1- 2 YR OPTION	REVENUE
SECURITY SERVICES* (VARIOUS DEPTS)	1 YR W/4-1 YR OPTION	\$618,000.00
SELF CONTAINED BREATHING APPARATUS CYLINDERS AND PACKS	1 YR	\$230,000.00
SEPTAGE TREATMENT & DISPOSAL	1 YR W/ 3-1 YR OPTIONS	\$200,000.00
SOIL CEMENT PUG-MILL MIX	1 YR W/ 1 YR OPTION.	\$102,000.00
TEMPORARY SERVICES	1 YR W/ 1 YR OPTION.	\$225,000.00
TIRE REMOVAL AND DISPOSAL (SHREDDING)	1 YR W/ 1 YR OPTION.	\$125,000.00
TRAFFIC SIGN MATERIALS	1 YR W 1YR OPTION	\$130,000.00
TRAFFIC SIGNAL/STREET LIGHTING MAINT & CONST.	3 YR W/ 2-1 YR OPTION.	\$300,000.00
TREATMENT AND DISPOSAL OF DE-WATERED BIOSOLIDS	1 YR W/ 2-1 YR OPTION.	\$300,000.00
TREE REMOVALS	1 YR W/ 1 YR OPTION.	\$100,000.00
TRUCKING SERVICES (MATERIAL PER YD/PER MILE)	1 YR W/ 1 YR OPTION.	\$175,000.00
UNIFORM PURCHASE (FIRE RESCUE)	1 YR W/ 1 YR OPTION.	\$100,000.00
WASTEWATER PUMP STATION CONSTRUCTION & REPAIR CONTINUING CONTRACT	1 YR W/3-1 YR OPTIONS	\$750,000.00
WATER RESOURCES CHEMICALS	1 YR W/1 YR OPTION	\$100,000.00
ADVERTISING SERVICES	2 YR W/ 3-1 YR OPTIONS	\$250,000.00
AUCTIONEER SERVICES	2 YR W/ 1 YR OPTION	% OF SALES
BILLING & MAILING SERVICE	3YR W/3-1YR OPTION	\$700,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

PROPOSALS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
BUS MAINTENANCE FOR SCAT	3 YR W/two (2) 1 YR. OPTIONS	\$3,760,000.00
COPY MACHINE RENTAL	5 YR W/1 YR OPTION	\$450,000.00
DEBT COLLECTION	3 YEARS	% OF TOTAL COLLECTED
DISASTER DEBRIS MANAGEMENT	5 YEARS	VARIED
DISASTER DEBRIS REMOVAL	5 YEARS	VARIES (As Needed)
FOOD CONCESSION AT SPESSARD HOLLAND BEACH	5 YR W/ (2) 36 Mos. RENEWALS	REVENUE
FULFILLMENT AND PHONE ANSWERING SERVICES FOR TDO*	3 YR W/ 2-1 YR OPTIONS.	\$115,000.00
GOLF COURSE CONCESSION	5 YR W/ (2) 36 Mos. RENEWALS	REVENUE
GOLF COURSE MAINTENANCE	5 YR W/ (2) 36 Mos. RENEWALS.	\$1,600,000.00
HVAC FOR MAINTENANCE	5 YR W/ 2-1 YR OPTIONS .	\$1,500,000.00
INSURANCE SERVICES*	VARIED	VARIED
INVASIVE EXOTIC VEGETATION MANAGEMENT	1 YR 1/1 YR OPTION	\$100,000.00
MAIL/COURIER MANAGEMENT SERVICES	1 YR W/ 4-1 YR OPTIONS	\$400,000.00
MARKETING SERVICES FOR SCAT	3 YR W/ 1 2 YR OPTIONS	\$400,000.00
PHYSICAL EXAMINATIONS	2 YR W/ 3-1 YR OPTIONS	\$100,000.00
PLANS EXAMINER SERVICES	1 YR W/ 1 YR OPTION	\$75,000.00
PUBLIC & MEDIA RELATIONS FOR TDO	2 YR W/3-1 YR OPTIONS	\$210,000.00
SAP SUPPORT SERVICES	1 YR W/2-1 YR OPTIONS	\$198,000.00
SEASONAL RECREATION WORKERS	3 YR W/2-1 YR OPTIONS	\$1,290,000.00
SPORTS PROMOTION FOR TDC	3 YR W/ 2 YR OPTION	\$227,000.00
STRUCTURED CABLING	2 YR W/3-1 YR OPTIONS	\$80,000.00
TISSUE & EYE REMOVAL SERVICES	3 YR W/2-1 YR OPTIONS	REVENUE

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2015/2016

REQUEST FOR QUALIFICATIONS	RENEWAL OPTIONS	ESTIMATED ANNUAL EXPENDITURES
CONTINUING CONSULTANT ENGINEERING SERVICES - SOLID WASTE	3-5 YEARS TOTAL (including renewals)	Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.) and Brevard County Policy BCC-26 at negotiated rates.
CONTINUING CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES		
CONTINUING CONSULTANT ENGINEERING SERVICES - HOUSING & HUMAN SERVICES		
CONTINUING CONSULTANT- PROFESSIONAL COASTAL ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL ECOLOGICAL ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL ENVIRONMENTAL SCIENCE ENGINEERING NRMO		
CONTINUING CONSULTANT- PROFESSIONAL CIVIL ENGINEERING NRMO		
CONTINUING CONSULTANT ENGINEERING SERVICES - PUBLIC WORKS		
CONTINUING CONSULTANT APPRAISAL SERVICES		
CONTINUING CONSULTANT GEOTECHNICAL SERVICES		
CONTINUING CONSTRUCTION MANAGEMENT SERVICES		
CONTINUING CONSULTANT - A/E DESIGN SERVICES		
CONTINUING ENGINEERING SERVICES FOR MECHANICAL/ELECTRICAL/PLUMBING DESIGN		
CONTINUING ENGINEERING SERVICES STRUCTURAL ENGINEERING DESIGN SERVICES		
CONTINUING ROOFING CONTRACTING SERVICES		
CONTINUING ROOFING CONSULTANT SERVICES		
CONSULTANT ENGINEERING SERVICES - UTILITY SERVICES APPROVED CIP PROJECTS THAT EXCEED CONTINUING CONSULTANT DOLLAR THRESHOLD	PER PROJECT BASIS	Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.) and Brevard County Policy BCC-26 at negotiated costs.

File



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 19, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director Attn: Leslie Rothering

RE: Item VI.C.1, Permission to Issue Supply Bids, Proposals, and Request for Qualifications (FY 2015/2016) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 18, 2015, granted approval to solicit competitive bids, quotes and/or negotiate competitive agreements and award to lowest, responsive and most qualified supplier; to solicit competitive proposals and requests for qualifications, establish selection/negotiation committees approved by the County Manager, or designee, and award contracts and/or open purchase orders with the best-ranked proposer; to exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; and authorized the Chairman to execute contracts and contract renewals over \$100,000 annual value.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/kg

cc: Finance
Budget

RECEIVED

AUG 25 2015

Florida Supply
Partnership Services

AGREEMENT FOR PROFESSIONAL BUILDING DEPARTMENT SERVICES

THIS AGREEMENT, made this 1 day of October 2016, by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") and, Joe Payne, Inc., (herein after referred to as "JPI") a business having its primary location at 9629 Gretna Green Drive, Tampa, Florida and sets forth the specific terms and conditions under which JPI shall supply services to the County.

WHEREAS, the County seeks to obtain Professional Building Department Services for building inspection and plans review, and

WHEREAS, the County initiated an invitation to bid for building inspection and plans examination services in accordance with County competitive bidding policies and procedures.

WHEREAS, on August 23, 2016 a Notice of Award for BID #B-3-16-92 was issued with the bid awarded to JPI.

WHEREAS, the provisions of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed upon by the parties as follows:

1.0 TERMINOLOGY

As used in this Agreement, the terms listed below are defined as follows:

Authorized Representative: "Authorized Representative" is a representative authorized by the County to provide JPI with a clear understanding of the project nature and scope.

Professional Building Department Services: "Professional Building Department Services" include, but shall not be limited to, the inspection of building construction projects permitted by the County for compliance with the Florida Building Code, and the review of permit documents and construction plans, drawings, and specifications for compliance with the Florida Building Code and applicable related regulations, laws and rules and the crafting of written comments regarding any deficiencies found during said plans examinations.

2.0 SCOPE OF SERVICES

2.1 GENERAL DESCRIPTION

The scope of services include: Building Inspection and Permit Plan Review Services for enforcement of the Florida Building Code and applicable related regulations, law and rules on a daily or as needed basis as determined by the County. Such services shall be provided at an hourly rate per the terms of this agreement. JPI employees providing inspection or plans examination services shall hold standard certification in the inspection or plan examiner disciplines required to perform said services in accordance with Florida Statutes Chapter 468, to include Building, Mechanical, Electrical, Plumbing, and One and Two Family disciplines. Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction, and grant inspection approvals if found in compliance with Florida Building Code regulations and approved permit documents, and provide written comments if found not in compliance. Plan reviewers will examine permit documents and construction plans for compliance with Florida Building Codes and related regulations, laws and rules and grant approvals if found in compliance with said building codes and regulations, and provide written comments if found not in compliance. Inspectors shall have the necessary tools, equipment, cell phone, and vehicle to perform inspection services.

2.2 RESPONSIBILITIES

2.2.1 JPI Responsibilities

1. The JPI has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed in accordance with accepted standards of care and is to be completed in a timely manner.
2. JPI's employees shall be fully insured and have the necessary certifications, tools, equipment, cell phone, and vehicle to provide technical field inspections of buildings, structures, equipment and installations during various stages of construction for determination of compliance with the Florida Building Code and applicable related regulations, laws and rules.
3. JPI's employees performing plans examination services shall review permit documents and construction plans, drawings, and specifications for compliance with the Florida Building Code and applicable related regulations, laws and rules and make written comments of any deficiencies found during said plans examinations. Said permit plans examination shall be completed and the review results communicated to the County within 15 calendar days of receipt of the permit documents, plans and drawings from the County.

2.2.2 COUNTY RESPONSIBILITIES

1. The County is responsible for providing JPI's inspection employees with a list of inspections to be performed each day that inspection services are required.
2. The County shall supply JPI with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow JPI to properly complete the specified services.
3. The County shall provide JPI the permit documents, plans, drawings, surveys for permit plans examination services.

2.3 STANDARD OF CARE

Services performed by JPI under this Agreement are expected by the County to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of JPI' profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.

3.0 OWNERSHIP OF DOCUMENTS

All reports, field data, field notes and other documents prepared by JPI, as instruments of service, shall remain the property of the County.

4.0 TERM

This Agreement will terminate one year from the date of execution and is renewable for additional one year terms upon written agreement by the County and JPI.

5.0 TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

The County shall have the right at any time to terminate service, with or without cause, upon thirty (30) days written notice. JPI shall only be entitled to payment for the services rendered to the date of termination.

6.0 BILLING AND PAYMENTS

JPI will submit invoices to the County monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

All payments will be made in compliance with the Florida Prompt Payment Act, Sections 218.70 to 218.80, Florida Statutes.

6.1 PRICE

JPI will provide building inspection and plans examination services as described in this agreement at an hourly rate of sixty five dollars and forty four cents (\$65.44) per hour.

6.2 TRAVEL REIMBERSEMENT

JPI agrees to charge \$0.00 for travel time and expense of JPI's employees for travel to and from Brevard County to perform the services as described in this agreement.

7.0 INDEMNIFICATION

JPI shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performances of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of JPI, or anyone directly or indirectly employed by JPI, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by JPI, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or types of damages, compensation or benefits payable by or for JPI, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

In no way does any clause in this document constitute a waiver of the County's rights pursuant to Section 768.28, Florida Statutes

8.0 INSURANCE

JPI, at its own expense, shall keep in force and at all times maintain the following policies of insurance during the term of this Agreement:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Professional Liability, Personal Injury, Bodily Injury and Property Damage per occurrence.
- b. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- c. **Auto Liability insurance** for owned, non-owned, hired/borrowed vehicles in an amount not less than One Million Dollars (\$1,000,000).

JPI shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County is an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida. Certificate(s) of Insurance must be provided to the County within ten (10) days of the execution of the Agreement.

9.0 NOTICES

All notices or requests and demands hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to JPI:

Joe Payne c/o
Joe Payne, Inc.
9629 Gretna Green Drive
Tampa, Florida 33626

As to County:

Michael McCaughin, Chief Building Official (or current building official)
2725 Judge Fran Jamieson Way, Building A, Room A-114

10.0 GENERAL TERMS

10.1 COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

10.2 MODIFICATION TO AGREEMENT

This Agreement and any exhibits/attachments, task assignments and schedules may only be amended, supplemented or cancelled by a written instrument duly executed by the parties hereto.

10.3 ATTORNEYS' FEES

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

10.4 GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10.5 COMPLIANCE WITH STATUTES

It shall be JPI's responsibility to be aware of and comply with all federal, state and local laws.

10.6 SEVERABILITY

In the event any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement. Each provision of the Agreement is deemed to be separate and severable from each other provision.

10.7 VENUE

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

10.8 ASSIGNMENTS

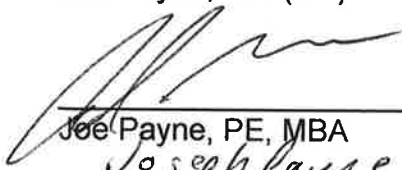
Neither the County nor JPI shall assign, delegate, sublet, or transfer his duties or interests in this agreement without the written permission of the other party.

10.9 NON-WAIVER

Any failure of the County to insist upon strict performance of any terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by JPI as a waiver of the County's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the say and year first above written.

Joe Payne, Inc. (JPI)



Joe Payne, PE, MBA
Joseph Payne

Print Name

9/20/16

Date

Board of County Commissioners
Of Brevard County, Florida



Jim Barfield, Chair


9/27/16

Date

ATTEST: 

Signature
MARIA BRITT / NOTARY

Name & Title, Typed or Printed

ATTEST: 

Laurie S. Rice,
Chief Deputy Clerk
for Scott Ellis, Clerk of Court



Maria Britt
State of Florida
My Commission Expires 03/27/2020
Commission No. FF 975234