

Research Subcontract

No. UFDSP00010298 ("Subcontract")

Under Florida Department of Transportation ("Prime Sponsor") Prime Contract No. BDV31 945-05 ("Prime Contract")

With funding from US Department of Transportation ("Federal Sponsor") Contract No. BDV31 CFDA No. 20.205

This Subcontract is entered into between the Prime Contractor and Subcontractor named below for the performance of a portion of the Scope of Work originally awarded to the Prime Contractor. The parties agree to the following terms and conditions:

| | |
|--|---|
| Prime Contractor ("Contractor") Name: University of Florida Address: Division of Sponsored Programs 219 Grinter Hall Box 115500 Gainesville FL 32611-5500 DUNS: 969663814 | Subcontractor ("Subcontractor") Name: Sarasota County Schools Address: 1960 Landings Boulevard Sarasota FL 34231 DUNS: |
| Prime Contractor PI Name: Daniel Connaughton | Subcontractor PI Name: Sherri Reynolds |
| Subcontract Period of Performance: Budget Period: From: 07/01/14 Through: 06/30/15 Total Project Period: From: 07/01/14 Through: 06/30/15 | Contract Value: \$65,835 Funding This Action: \$65,835 Total Funding to Date: \$65,835 Anticipated Total Contract Value: |
| Subcontract Type: cost reimbursement | |
| Project Title: Florida Safe Routes to School Non-Infrastructure Program Management | |

- Subcontractor's Work:** Subcontractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, "Subcontractor Statement of Work and Reporting Requirements," which is hereby made part of this Subcontract.
- Limitation on Costs:** Contractor is not liable for any cost in excess of the amount listed above as "Total Funding to Date" without prior written authorization from Prime Sponsor. Attachment 5, "Subcontractor's Budget," is hereby made part of this Subcontract.
- Payment:** Contractor shall reimburse Subcontractor quarterly for allowable costs. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subcontract number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subcontract Number may be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against Subcontractor. Contractor reserves the right to reject an invoice.
- Incorporation of Prime Contract:** In the performance of Subcontractor's Work, all applicable terms and conditions of Attachment 6, "Prime Contract Terms and Conditions," are hereby made part of this Subcontract.
- Incorporation of General Terms and Conditions:** In the performance of Subcontractor's Work, all terms and conditions in Attachment 2, "General Terms and Conditions" are hereby made part of this Subcontract.
- Order of Precedence:** Any inconsistencies in this Subcontract shall be resolved by giving precedence in the following order:
 - This Document and Attachment 1, "Representations and Certifications";
 - Attachment 2, "General Terms and Conditions";
 - Attachment 6, "Prime Contract Terms and Conditions";
 - Attachment 4, "Subcontractor Statement of Work and Reporting Requirements";
 - Attachment 5, "Subcontractor's Budget";
 - Other documents, exhibits, and attachments
- Key Personnel:** Subcontractor's Principal Investigator, Sherri Reynolds, is considered essential to the work to be performed under this Subcontract. Substitution or substantial reduction in commitment of Subcontractor's Principal Investigator requires the prior written approval of Contractor. In the event that Subcontractor notifies Contractor that it desires to replace Subcontractor's Principal Investigator, Subcontractor shall notify Contractor in writing within 30 business days of the date of such replacement and shall propose a substitute principal investigator, identifying the proposed substitute in the notice. Contractor shall notify Subcontractor within 30 business days after receipt of such notice of its decision either to continue the Subcontract with the substitute principal investigator or to terminate the Subcontract.
- Entire Agreement:** This Subcontract constitutes the entire agreement between the Parties regarding the subject matter herein. Unless otherwise provided for in Attachment 2, any modification to this Subcontract shall be made in writing and must be signed by an authorized representative of each Party.

IN WITNESS WHEREOF, duly authorized representative of the Parties have entered into this Subcontract as of the date of the last signature set forth below:

Contractor Signature

Subcontractor Signature

B.P.

Name: **Brian Prindle**
Title: **Associate Director of Research**
Date: **8/14/14**

Name:
Title:
Date:

Approved for Legal Content, August 6, 2014, by
Matthews Eastmoore, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

**Research Subcontract
Attachment 1
Representations and Certifications
Subcontract No. UFDSP00010298**

The following is incorporated into the Subcontract by reference.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEBRUARY 2012), FAR Clause 52.204-8

ONLINE REPRESENTATIONS & CERTIFICATIONS (ORCA), FAR Subpart 4.12:

Subcontractor shall complete electronic annual representations and certifications at <https://www.sam.gov> (System for Award Management, or SAM) (see FAR 4.1102). SAM includes all registrations and certifications previously found in CCR/FedReg, ORCA, and EPLS.

(1) Subcontractor shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.

(2) When any of the conditions in paragraph (b) of the clause at 52.219-28, Post-Award Small Business Program Representation, apply, if Subcontractor represented that it was a small business prior to award of this Subcontract, it must update the representations and certifications in SAM as directed by the clause. If Subcontractor represented that it was other than a small business prior to award of this Subcontract, it may update the representations and certifications in SAM as directed by the clause, if its size status has changed since the date of award.

<https://www.sam.gov/portal/public/SAM/>

Has Subcontractor's Online Representations and Certifications been completed within the last year? ____ YES ____ NO

CERTIFICATION OF INSTITUTIONAL POLICY ON FINANCIAL CONFLICTS OF INTEREST

By signature of this Subcontract, Subcontractor certifies that:

1. Subcontractor has an up-to-date, written and enforced administrative process to identify and manage financial conflicts of interest with respect to all research projects for which funding is sought or received from a U.S. Public Health Service agency (PHS) that complies with 42 CFR Part 50.
2. Subcontractor shall require Investigator compliance with this part's requirements including those pertaining to disclosure of significant financial interests;
3. Subcontractor shall report any financial conflict of interest to Contractor's Authorized Official, as identified on Attachment 3A, unless otherwise indicated. Any financial conflicts of interest identified shall subsequently be reported to PHS by Contractor. Such report shall be made before expenditure of funds authorized in this Subcontract and within forty-five (45) days of any subsequently identified financial conflict of interest;
4. Subcontractor agrees to make information available, promptly upon request, to the Contractor Authorized Official relating to any disclosure of financial interests by Subcontractor's Principal Investigator, or other investigators identified on the project, related to this Subcontract and Subcontractor's review of, and response to, such disclosure, whether or not the disclosure resulted in Subcontractor's determination of a financial conflict of interest; and
5. Subcontractor does and shall fully comply with the requirements of 45 CFR Part 94.

**Research Subcontract
Attachment 2
General Terms and Conditions
Subcontract No. UFDSP00010298**

1. **Independent Contractor.** The Subcontractor is engaged as an independent contractor. Nothing in the Subcontract is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.
2. **Publicity/Use of Name.** Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual.
3. **Publication.** Each party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract. Qualification for authorship shall be in keeping with generally accepted criteria. Subcontractor shall provide Contractor with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.
4. **Intellectual Property.** The determination of rights in ownership and disposition of inventions resulting from the performance of the Statement of Work ("Subject Inventions") and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subcontract. Subcontractor agrees to comply with regulations regarding inventions pursuant to 37 CFR Part 401. Disposition of any copyrights or any copyrightable material created by Subcontractor in performance of the Statement of Work will be determined by the policy of the Subcontractor. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the Contractor and U.S. Government to reproduce, publish or otherwise use the copyrighted material for noncommercial purposes and to authorize others to do so for federal purposes. Subcontractor shall own the data it generates under this Subcontract. Subcontractor hereby grants to Contractor the right to receive copies of such data and to use data created as provided in the Statement of Work for the purpose of education and research or to the extent required to meet Contractor's obligations under its Prime Contract. Subcontractor acknowledges the rights of the U.S. Government to use such data. Nothing in this clause shall supersede Article 7 (Intellectual Property Rights) of the Master Agreement included in Attachment 06.
5. **Confidentiality.** "Confidential Information" shall mean any business or proprietary information provided by one party to the other and clearly identified as "Confidential" by the transmitting party at the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

In the event that a party discloses Confidential Information to the other during the Project, the receiving Party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Agreement and to use reasonable efforts to prevent its disclosure to third parties.

However, the receiving party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party, (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations, (iii) was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iv) becomes known to receiving party after disclosure from a third party having an apparent bona fide right to disclose it; (v) is independently developed or discovered by receiving party without use of disclosing party's Confidential Information, as evidenced by tangible records; or (vi) was required to be disclosed by operation of law.

The parties agree that each party retains ownership of the Confidential Information it provides to the other. The receiving party shall promptly return the disclosing party's Confidential Information upon request. The obligations of this clause shall survive for a period of three (3) years following termination of this Agreement. Notwithstanding the forgoing, the parties agree that any personally identifiable health information shall be considered confidential.
6. **Export Controls.** It is understood Subcontractor may be subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (collectively, "Technology" and "Items"), and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of such Transactions and Services, as defined by the regulations, that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While Subcontractor agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Subcontract, Subcontractor cannot guarantee that such licenses will be granted.
7. **Classified Research.** The parties agree there will be no classified research performed under this Subcontract.
8. **Limitation of Liability/Indemnity.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
9. **Insurance.** Subcontractor represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subcontract.

10. Termination. Either party shall have the right to terminate this Subcontract with 30 days written notice to the other party. In the event that Awarding Agency terminates Prime Contract, Subcontractor shall terminate this Subcontract in accordance with the terms of the Prime Contract. Upon termination, Subcontractor shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data and final reports, in accordance with Attachments 4 and 5, on the research completed or in progress through the date of termination.

11. Closeout. Along with any other reports or deliverables required hereunder, Subcontractor shall submit its final invoice and release and assignment to Contractor within 45 calendar days following completion of the period of performance of this Subcontract. In the event that quick closeout is requested by Contractor, Subcontractor shall comply with FAR Part 42.708 to complete Subcontract closeout. Payment of the final invoice will be withheld pending:

- Completion, submission, and acceptance by Contractor of all work performed under the Statement of Work;
- Completion of Subcontractor's Release Form, including patent/invention report, and property report; and
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.

12. HIPAA/PHI. There will not be personal health information (PHI) or personally identifiable information (PII) involved in this project.

13. Audit. Subcontractor assures Contractor that it complies with A-133 and that it will notify Contractor of completion of required audits and of any adverse findings which impact this subaward. For a period of 3 years after date of receipt of final payment, Contractor, Awarding Agency or an authorized representative shall have the right to audit, at its own expense, all financial books, accounts, and records of funds received and costs and commitments incurred under this Subcontract. If any audit reveals a material discrepancy or error in reporting, Subcontractor will reimburse Contractor upon request for the costs and expenses associated with such audit.

14. Disputes. The parties shall attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute.

15. Anti-kickback. Subcontractor represents that no part of the total Subcontract amount provided herein shall be paid directly or indirectly to any officer or employee of Prime Contractor or Awarding Agency as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subcontractor in connection with any work contemplated or performed relative to this Subcontract.

16. Assignment. Neither party may assign this Subcontract or any interest therein without the written consent of the other party.

17. Severability. If any provision of this Subcontract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subcontract which can be given effect without the invalid provision, and to this end the provisions of this Subcontract are declared to be severable.

18. Integration. This Subcontract and Attachments contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subcontract shall be valid or binding; and this Subcontract may not be enlarged, modified, or altered except in writing signed by the parties.

19. Waiver. No waiver of any term or provision of this Subcontract whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subcontract.

20. Amendments. The Prime Contractor may issue certain changes to the Period of Performance and Budget bilaterally. Except as expressly set forth in this section, no subsequent amendment, modification or addition to this Subcontract will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized representatives of Contractor and Subcontractor.

21. Counterparts. This Subcontract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Subcontract that is exchanged by portable document format (PDF) or facsimile shall have the effect of original signature of the party for all purposes.

**Research Subcontract
Attachment 3A
Subcontract No. UFDSP00010298**

Prime Contractor Contacts

Name: University of Florida Board of Trustees

Address: Division of Sponsored Programs
219 Grinter Hall
Box 115500

| | | |
|-------------------|----------------|--------------------------|
| City: Gainesville | State: Florida | Zip Code + 4: 32611-5500 |
|-------------------|----------------|--------------------------|

| | | |
|--|--------------------------------|----------------------------------|
| Institution Type : Public/State Institution of Higher Learning | Congressional District: FL-003 | Registration current in SAM? Yes |
|--|--------------------------------|----------------------------------|

Administrative Contact

Name: Dawn Stewart, Coordinator – Outgoing Subawards

Address: Division of Sponsored Programs
219 Grinter Hall
Box 115500

| | | |
|-------------------|----------------|--------------------------|
| City: Gainesville | State: Florida | Zip Code + 4: 32611-5500 |
|-------------------|----------------|--------------------------|

| | |
|-------------------------|-------------------|
| Telephone: 352-392-0239 | Fax: 352-392-4522 |
|-------------------------|-------------------|

E-Mail: ufsabawards@ufl.edu

Principal Investigator

Name: Daniel Connaughton

Address: Box 118208
300 FLG

| | | |
|-------------------|----------------|--------------------------|
| City: Gainesville | State: Florida | Zip Code + 4: 32611-8208 |
|-------------------|----------------|--------------------------|

| | |
|-------------------------|-------------------|
| Telephone: 352-294-1666 | Fax: 352-392-7588 |
|-------------------------|-------------------|

E-Mail: danc@hhp.ufl.edu

Financial Contact

Name: Subcontract Manager

Address: Contracts and Grants Accounting Services
123 Grinter Hall
Box 113001

| | | |
|-------------------|----------------|--------------------------|
| City: Gainesville | State: Florida | Zip Code + 4: 32611-1130 |
|-------------------|----------------|--------------------------|

| | |
|-------------------------|------|
| Telephone: 352-392-1235 | Fax: |
|-------------------------|------|

E-Mail: subcontract-manager@ufl.edu

Invoices Sent To: subcontract-manager@ufl.edu

Authorized Official

Name: Brian Prindle, Associate Director of Research

Address: Division of Sponsored Programs
219 Grinter Hall
Box 115500

| | | |
|-------------------|----------------|--------------------------|
| City: Gainesville | State: Florida | Zip Code + 4: 32611-5500 |
|-------------------|----------------|--------------------------|

| | |
|-------------------------|-------------------|
| Telephone: 352-392-3516 | Fax: 352-392-4522 |
|-------------------------|-------------------|

E-Mail: ufsabawards@ufl.edu

**Research Subcontract
Attachment 3B
Subcontract No. UFDSP00010298
Subcontractor Contacts**

Name:

Address:

City:

State:

Zip Code + 4:

Institution Type :

Congressional District:

Registration current in SAM.gov? Yes ___ No ___

EIN:

DUNS:

Parent DUNS:

Did Subcontractor's gross income, from all sources, in the previous tax year exceed \$300,000? Yes No

Is the Performance Site the same address as set forth above? Yes No

If no, is the Performance Site the same as the PI address set forth below? Yes No

If you answered "no" to any of the above questions, please complete "Attachment 3B, Page 2," below.

Is Subcontractor exempt from reporting compensation? Yes No If no, complete "Attachment 3B, Page 2," below.

Administrative Contact

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-Mail:

Principal Investigator

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-Mail:

Financial Contact

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-Mail:

Checks Sent To:

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-Mail:

Authorized Official

Name:

Address:

City:

State:

Zip Code + 4:

Telephone:

Fax:

E-Mail:

**Research Subcontract
Attachment 3B, Page 2
Place of Performance & Highest Compensated Officers
Subcontract No. UFDSP00010298**

Subcontractor Name:

Place of Performance:

Name:

Address:

City:

State

Zip Code + 4

Telephone:

E-Mail:

Congressional District:

The names and total compensation of the five most highly compensated officers of Subcontractor must be listed if:

(i) Subcontractor in the preceding fiscal year received:

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; AND

(ii) the public does not have access to information about the compensation of the senior executives of Subcontractor through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is Subcontractor exempt from reporting executive compensation? Yes No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

Walk and Roll Sarasota

Schools that will participate in the Walk and Roll Sarasota Program (have WSB and/or Bicycle Train) during the 2014-2015 school year will include, but not be limited to Alta Vista Elementary, Ashton Elementary, Cranberry Elementary, Glenallen Elementary, Gocio Elementary, Lakeview Elementary, Tatum Ridge Elementary, Wilkinson Elementary, and Pine View School. Each school will have at least one school-based coordinator (depending on size of school's program) who continues to work with families to establish a regular WSB and/or Bicycle Train at the school. In some cases, the WSB occurs to school, in other cases it is from school to home. In addition, the coordinators work with other teachers to bring in educational materials and to teach about bicycle and pedestrian safety, and to use the district's bicycle trailer to help students learn about proper bicycling techniques.

Baseline data has already been collected for most participating schools and were used to plan the project implementation at each school. SRTS Travel Tallies and Parent Surveys will again be distributed, collected and entered into the national SRTS database at the conclusion of the project.

The district has brought a district coordinator and assistant coordinator on board to manage the program and oversee each of the school-based programs. Each participating school also has at least one school-based coordinator who is either a teacher and/or aide in the school and is therefore familiar with students, parents, teachers, administrators, and also knows the school culture and educational priorities. These coordinators are charged with revving up the Walking School Bus and Bicycle Train events and overseeing education, encouragement and some enforcement activities at the school.

Funds have been allocated to provide books and other materials so teachers can educate students about pedestrian and bicycle safety, as well as the health benefits of staying active. In addition, the physical education teachers at each school have been trained on helmet fitting and how to use the district's bicycle trailer for bike rodeos and other hands-on experiences for students.

The coordinators also work with parents and staff to educate parents and local drivers about school traffic zones to assist with enforcement of local speed laws. They can also work with others on campus to enforce school safety rules and make the school a safer place for walkers and bikers.

| | | |
|--|--|------------|
| Name of Agency/Organization: Sarasota County Schools | | |
| Contact Person: Sherri Reynolds | Title: Supervisor, Pupil Support Svcs | |
| Daytime Phone: 941-927-9000 | E-mail: sherri.reynolds@sarasotacountyschools. | |
| Mailing Address: 1960 Landings Blvd. | | |
| City: Sarasota | State: Florida | Zip: 34231 |

REPORTING REQUIREMENTS

| <u>Report Type</u> | <u>Due No Later than</u> |
|---------------------------|--|
| Quarterly Progress Report | 10/31/14 for the period of 07/01/14 – 09/30/14 01/31/15 for the period of 10/01/14 – 12/31/14 04/30/15 for the period of 01/01/15 – 03/31/15 07/31/15 for the period of 04/01/15 – 06/30/15 |
| Final Progress Report | 30 days from Subcontract end date |
| Quarterly Invoice | 10/31/14 for the period of 07/01/14 – 09/30/14 01/31/15 for the period of 10/01/14 – 12/31/14 04/30/15 for the period of 01/01/15 – 03/31/15 07/31/15 for the period of 04/01/15 – 06/30/15 |
| Final Invoice | 30 days from Subcontract end date |

Walk and Roll Sarasota

| | July 1, 2014 to June 30, 2015 | | | |
|---|-------------------------------------|--|--|--|
| Personnel Services | | | | |
| District Walking Coordinator will work approximately 10 hours per week for 35 weeks, at a Union-negotiated rate of approximately \$32 per hour, including Social Security (6.2%), Medicare (1.45%), Worker's Compensation (1.0%) and Retirement (5.18%). (\$32/hour x 10 hours/week x 35 weeks) | \$ 11,200 | | | |
| Assistant District Walking Coordinator will work approximately 3 hours per week for 35 weeks, at a Union-negotiated rate of approximately \$26 per hour, including Social Security (6.2%), Medicare (1.45%), Worker's Compensation (1.0%) and Retirement (5.18%). (\$26/hour x 3 hours/week x 35 weeks) | \$ 2,730 | | | |
| School Walking Coordinators: teachers will work approximately 5 hours per week for 35 weeks, at a Union-negotiated rate of approximately \$32 per hour, including Social Security (6.2%), Medicare (1.45%), Worker's Compensation (1.0%) and Retirement (5.18%). (\$32/hour x 5 hours/week x 35 weeks x 8 schools) | \$ 44,800 | | | |
| School Walking Coordinators: aides will work approximately 5 hours per week for 35 weeks, at an average salary of \$25 per hour, including Social Security (6.2%), Medicare (1.45%) and Worker's Compensation (1.0%) and retirement (5.18%). (\$25/hr x 5 hr/week x 35 weeks x 1 school) | \$ 4,375 | | | |
| Total Personnel Services | \$ 63,105 | | | |
| Expenses | | | | |
| Materials and Supplies | | | | |
| Printing costs for Walk an Roll Sarasota activities. Examples include but are not limited to printing flyers, incentive cards, advertising upcoming Walking School Bus, distribute surveys, etc. (approx. \$23 per school x 10 schools) | \$ 230 | | | |
| Total Materials and Supplies | \$ 230 | | | |
| Educational Items | | | | |
| Educational items for school classrooms. Examples include, but are not limited to brochures, hardcover and softcover books, curricular kits. (Approximately \$50 per school x 10 schools) | \$ 500 | | | |
| Total Educational Items | \$ 500 | | | |
| Promotional Items | | | | |
| Giveaway incentive items to encourage students to walk/bike to school frequently. Examples include, but are not limited to water bottles, first aid kits, pedometers, backpacks, or water bottle clips. (Approximately \$200 per school x 10 schools) | \$ 2,000 | | | |
| Total Promotional Items | \$ 2,000 | | | |
| Other Expenses | | | | |
| Total Other Expenses | \$ - | | | |
| GRAND TOTAL: | \$ 65,835 | | | |

**Research Subcontract
Attachment 6
Prime Contract and Prime Contract Terms and Conditions
Subcontract No. UFDSP00010298**

Subcontractor is subject to the terms and conditions included below. Where appropriate, the following modifications are made to the specific terms herein:

Wherever the terms "Government" or "University" are used, "Contractor" shall be substituted. Wherever the terms "Contracting Officer" are used, "Contractor Authorized Official" shall be substituted. Wherever the terms "CTO" or "COTR" are used, the "Contractor Principal Investigator" shall be substituted. Wherever the word "Contract" is used, the word "Subcontract" shall be substituted. Wherever the word "Contractor" is used, the word "Subcontractor" shall be substituted. Such substitutions shall not be made in clauses addressing intellectual property, such as 52.227-14, or where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the Prime Contractor specifically. References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere in this Subcontract. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Prime Contract.

C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 16, 2014

Dr. Dan Connaughton
University of Florida/21st CCLC
300 Florida Gym
Gainesville, FL 32611-5500

RE: Notice to proceed, Task Work Order #945-05

Dear Dr. Connaughton:

This letter is to inform University of Florida, Department of Tourism, Recreation and Sport Management/College of Health and Human Performance of your notice to proceed on July 1, 2014 with service on Task Work Order #945-05 of Contract # BDV31. The service is for Florida Department of Transportation Safe Routes Walking School Bus Project.

Sincerely,

A handwritten signature in black ink that reads "Lora B. Hollingsworth". The signature is written in a cursive style with a large, prominent "L" and "H".

Lora B. Hollingsworth, P.E.
Chief Safety Officer

cc: Sarita Taylor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**TASK WORK ORDER FOR
 MASTER UNIVERSITY AGREEMENT**

375-040-80
 PROCUREMENT
 CGC - 11/12

| | |
|---|--|
| Master Agreement #: BDV31 | Cost Center # - Task Work Order #: 945 - 05 |
| University: University of Florida | |
| Task Work Order Description: Administer the FLorida Safe Routes to School Non-Infrastructure Program Management (UF) and perform related duties, including but not limited to providing general reports, forms, budgets and invoices; staff management' coordination with FLorida Safe Routes to School staff; providing phone/email and information requests. Provide oversight and evaluation of Non-Infrastructure programs. | |
| The start date of this task work order is: <input checked="" type="checkbox"/> Upon execution of the Task Work Order by the Department. <input type="checkbox"/> Issuance of a Notice to Proceed. <input type="checkbox"/> As specified in Exhibit A (Scope of Service). | |
| In accordance with the above referenced contract, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All services required under this Task Work Order will be completed by: <u>8/31/2015</u> or the end date of the Master Agreement, whichever occurs first. | |
| For the required services, compensation shall be \$ <u>1,828,226.00</u> as described in the attached Exhibit B (Method of Compensation). | |
| Applicable Appendices: (If checked, Appendix must be attached to the TWO) <input checked="" type="checkbox"/> Appendix 1 Terms for Federal Aid Contracts <input type="checkbox"/> Appendix 2 Terms for Information Technology Resources <input type="checkbox"/> Appendix 3 Terms for Federal Transit Administration <input type="checkbox"/> Other: <input type="checkbox"/> State Funds (If applicable) CFSA # <input checked="" type="checkbox"/> Federal Funds (If applicable) CFDA # 20.205 <input type="checkbox"/> Other: | |
| Department Contact: Name: <u>Sarita A. Taylor</u> Phone: <u>850-414-4098</u> Office: <u>Safety</u> Email: <u>sarita.taylor@dot.state.fl.us</u> | |
| Departmental Approval: <u>Lora B. Hollingsworth</u> Chief Safety Officer <u><i>Lora Hollingsworth</i></u> <u>6/27/14</u> (Name) (Title) (Signature) (Date) | |
| University Acceptance: <u>Brian Prindle</u> AD for Sponsored Research <u><i>Brian Prindle</i></u> <u>7/31/14</u> (Name) (Title) (Signature) (Date) | |

Legal Review:

Leighann Boone

TO: SF945DC@dot.state.fl.us 08254612
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT BDV31

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #BDV31 Contract Type: Method of Procurement:
Vendor Name: U OF FL
Vendor ID: VF596002052106
Beginning date of this Agmt: 01/17/13
Ending date of this Agmt: 01/16/23

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(S)/STATUS

Action: LOA Funds have been: REVIEWED*

55 671000945 *OM *139998 * 1828226.00 *42281419301 *683 *20.205
2015 55150200 088796 15
W043 *00 *945-01 * /04

*Funds Approval and encumbrance processing is contingent upon Annual
Legislative appropriation.

TOTAL AMOUNT: *\$ 1,828,226.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/05/2014

Scope of Service

Florida Safe Routes to School Non-Infrastructure Program Management

Submitted to:

Sarita Taylor
The Florida Department of Transportation
Safety Office
605 Suwannee Street, MS 53
Tallahassee, FL 32399

Submitted by:

Daniel Connaughton, Ed.D. (PI)
College of Health and Human Performance
Department of Tourism, Recreation, and Sport Management
P.O. Box 118208, 300 FLG
Gainesville, FL 32611

June 1, 2014

Exhibit "A"

SCOPE OF SERVICES

Florida Safe Routes to School Non-Infrastructure Program Management

PURPOSE:

Under this one-year renewable contract (July 1, 2014 – June 30, 2015), the University of Florida, Department of Tourism, Recreation and Sport Management/College of Health and Human Performance, and Florida Safe Routes to School Non-Infrastructure Program Management, agree to administer all aspects of the program, as defined below:

1. Administer the Florida Safe Routes to School Non-Infrastructure Program Management (UF) and perform related duties, including but not limited to providing general reports, forms, budgets, and invoices; staff management UF; coordination with Florida Safe Routes to School staff; providing phone/email and information requests.
2. Provide the following for Florida SRTS (non-infrastructure) programs being managed:
 - a. Oversight and evaluation of the standard SRTS tally to be used at the beginning and end of each school year in schools receiving SRTS-funded programs. This tally includes information about how the students arrived to school. Obtaining tally information is a required component of each SRTS-funded Non-Infrastructure program being managed.
 - b. Annually evaluate each program and provide suggestions to the Florida SRTS Coordinator, for areas of improvement in which may include but not be limited to curriculum, program design, program reach, program evaluation, etc.
3. Provide quarterly and annual reports of the Florida Safe Routes to School Non-Infrastructure Program Management activities to Florida SRTS Coordinator. These reports will include an overall summary and the quarterly reports of the programs being managed. These reports may also include related activities not specifically funded by Safe Routes to School.

This Scope of Services can be amended as necessary by a Task Work Order Amendment approved by the Department and the University of Florida.

PRODUCTS AND SERVICES:

In performance of this contract, the University of Florida agrees to the following minimum level of effort, assurance, and deliverables:

1. Administer the program as noted in items 1-3 above.
2. Use funds to pay quarterly invoices from programs being managed (see Budget for list of programs).
3. Use funds allocated to pay salary and benefits for the program (UF) staff;
4. Use funds provided to pay for University of Florida approved, contract-related travel, for UF staff, materials and/or equipment as needed to conduct program activities;

5. Provide quarterly invoices and reports for approval and payment as outlined in Periods of Performance, below. The quarterly reports will specifically indicate program performance as noted in items 1-3 above.
6. Provide one print copy and an electronic copy of the annual report by sixty days following June 30 of each year, summarizing program activities and accomplishments.

PERIODS OF PERFORMANCE:

This Task Work Order will be in effect from July 1, 2014 – June 30, 2015.
Quarterly reports and Invoices will be sent to the Department by:

11/30/14 for period 7/01/14 – 9/30/14
2/28/15 for period 10/01/14 – 12/31/14
5/31/15 for period 1/01/15 – 3/31/15
8/31/15 for period 4/01/15 – 6/30/15

Contact Information

Principal Investigator:

Daniel Connaughton
University of Florida
P.O. Box 118208, 300 FLG
Gainesville, FL 32611
Phone: (352) 294-1666
Fax: (352) 392-7588
Email: danc@hhp.ufl.edu

FDOT Safe-Routes to-School Coordinator: Sarita Taylor
Florida Department of Transportation
Safety Office
605 Suwannee St., MS 53
Tallahassee, FL 32399
Phone: (850) 245-1529
Fax: (850) 245-1554
Email: Sarita.Taylor@dot.state.fl.us

EXHIBIT "B"

BUDGET and METHOD OF COMPENSATION

BUDGET:

The Lump Sum amount for this Task Work Order is \$1,828,226. This Lump Sum may be increased or decreased by up to 10% with a Task Work Order Amendment approved by the Department and the University of Florida.

Below is the breakdown of the Direct and Indirect Costs:

| | |
|-----------------|----------------|
| Total Direct: | \$ 1,662,024 |
| Total Indirect: | <u>166,202</u> |
| Total: | \$ 1,828,226 |

A. Budget Year July 1, 2014 – June 30, 2015

Salary: \$69,678

Program Administrator, Principal Investigator, graduate student assistant, and other staff.

Benefits: \$18,885

Program Administrator, Principal Investigator, and other staff.

SRTS Program Management Program Expenses: \$7,640

Printing; office supplies (paper, ink, folders, pens, markers, etc.); and related equipment (e.g., computer, software programs, etc.).

Tuition: \$8,482

SRTS graduate student assistant tuition (9 credit hours for fall 2014 & spring 2015 semesters).

Travel: \$13,000:

Program Administrator and Principal Investigator travel related to the management of Florida SRTS Non-Infrastructure programs (gas, hotel, meals, etc.); travel to other Safe Routes to School, ped/bike safety-related, FDOT, etc. meetings, workshops, and conferences; workshop and conference registration, and/or exhibit booth fees.

1. PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the University of Florida for the services set forth in Exhibit "A" and the method by which payments shall be made.

2. COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the University of Florida shall be paid a lump Sum Amount of \$1,828,226.

The lump Sum Amount shall be made up of:

\$1,828,226 from Fiscal Year – 2014-2015

The University of Florida shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department. The University of Florida will not commence work each fiscal year until a Notice to Proceed has been issued by the Department.

This Agreement includes the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes, which will be acquired in accordance with Rule 60A-1.017, Florida Administrative Code. Such property is identified below and will become the property of the Department upon purchase. Upon receipt of the property, the Consultant will provide the Department a copy of the purchase invoice and serial number, will affix Department inventory control labels, will accommodate physical inventories required by the Department and transfer control of the property to the Department upon completion of services.

Staff will be purchasing a laptop to use with site monitoring, reviews and evaluations of programs.

3. PROGRESS PAYMENTS:

For Fiscal Year 2014-2015, the University of Florida shall submit quarterly invoices in a format acceptable to the Department. Payment shall be made to the University of Florida at the unit rate of \$457,056.50 per quarter, as approved by the Department.

Invoices shall be submitted to:

Sarita Taylor, Florida Safe Routes to School Coordinator
Florida Department of Transportation Safety Office
605 Suwannee St., MS 53
Tallahassee, Florida 32399

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # BDV31 945-05**

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs C. through H. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a

Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MASTER UNIVERSITY AGREEMENT375-040-64
PROCUREMENT
OGC - 11/12
Page 1 of 8Agreement Number: BDV31F.E.I.D. Number: F596002052106Procurement Number: Exempt Governmental EntityD.M.S. Catalog Class Number: 973740

This Master University Agreement ("Agreement"), entered into this 17th day of January, 2013 ("Effective Date"), between the State of Florida, Department of Transportation ("Department"), and the University of Florida an educational unit as defined in Chapter 120, Florida Statutes ("University"), agree as follows:

1. SERVICE

- A. The Department retains the University to furnish certain services, information and items as described in specific, separate Task Work Orders ("TWO"). The parties agree in advance on these general terms and conditions that will be a part of each TWO issued under this Agreement. The Department and the University agree that except as specifically stated in any TWO, the provisions of this Agreement shall apply to all TWO's entered into on or after the Effective Date of this Agreement.

2. PERIOD OF PERFORMANCE

- A. This Agreement shall begin upon the Effective Date and shall remain in effect for a period of ten (10) years, unless otherwise amended. Each TWO authorized under this Agreement shall specify a separate period of performance that is specific to the work being conducted. In the event there have been delays which would affect the project completion date contained in a TWO, the University shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and determine whether to grant all, part, or none of the requested extension.
- B. This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. This Agreement may be extended for a period not to exceed six (6) months, and only one (1) extension is permitted unless the failure to meet the criteria set forth in this Agreement for completion is due to events beyond the control of the University. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

3. SCOPE

- A. The Department will issue specific TWOs that will contain independent Scopes of Service, Deliverables, Periods of Performance, and Methods of Compensation. Each TWO shall be signed by both the Department and the University.
- B. Any alteration to any TWO must be in writing, signed by the Department's appropriate contracts officer, or designee, and an authorized representative of the University.

4. SUBCONTRACTING

- A. It is agreed that any subcontractor(s) required to carry out the work and tasks to be performed are specified in the TWO, subsequently identified, and subject to the prior written approval of the Department. Inclusion of subcontractor(s) in the TWO shall constitute the Department's written approval of such subcontractor(s). The University must require that all subcontractors employed under each TWO grant the Department all of the rights and privileges of this Agreement and applicable TWOs, including, but not limited to, the Department's right to secure materials or services from the subcontractor which might be a part of the subcontractor's work production. The University is fully responsible for satisfactory completion

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MASTER UNIVERSITY AGREEMENT375-040-64
PROCUREMENT
OGC - 11/12
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of all subcontracted work. The University shall not sublet, assign, or transfer any work under the TWO to any person or entity other than subcontractor(s) specified in the TWO without the prior written consent of the Department.

5. RENTAL OF SPACE, SPECIAL EQUIPMENT OR FACILITIES

- A. The actual cost to the University of renting any additional space, any equipment not identified as an operating capital outlay item under the above section, or facilities not owned by the University, but required to perform the work under a TWO, is approved by the Department to the extent identified in each TWO and shall be included in the compensation paid under the TWO as an expense.

6. COMPENSATION AND PAYMENT

- A. The Department agrees to pay the University compensation as detailed in Exhibit "B" Method of Compensation of each TWO. Each TWO under this Agreement will specify a maximum amount which may be increased or decreased by an amendment to the TWO. The State of Florida's performance and obligation to pay under this Agreement or any of the TWOs issued under this Agreement are contingent upon an annual appropriation by the Legislature.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), Florida Statutes ("F.S."), or by the Department of Financial Services under Section 215.422(14), F.S.
- C. The TWO shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables are set forth in Exhibit "A" Scope of Services of each TWO.
- D. Invoices shall be submitted by the University in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 6.C. above and Exhibit "A" of each TWO. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- E. If the University utilizes a subcontractor, supporting documentation must establish that the deliverables were received and accepted in writing by the University and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 6.C. and Exhibit "A" of each TWO have been met.
- F. Bills for travel expenses specifically authorized in this Agreement shall be submitted on a travel form approved by the Department and will be paid in accordance with Section 112.061, F.S.
- G. Universities providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- H. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the University. Interest penalties of less than one (1) dollar will not be enforced unless the University requests payment. Invoices that have to be returned to a University because of University preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MASTER UNIVERSITY AGREEMENT

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 PROCUREMENT
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- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Universities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during normal business hours during the period of this Agreement and for five years after final payment on each TWO is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the University's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- K. In the event the compensation established under any TWO is in excess of \$25,000.00, the following provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money shall be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

- L. ~~The University shall not charge more than a 25% indirect cost rate for all direct costs, unless otherwise agreed to in writing by the Department.~~
- M. Inclusion of the purchase of Tangible Personal Property as defined in Chapter 273.02 F.S., in a TWO shall constitute the Department's written approval of such purchase. The specific property(ies) identified will be subsequently transferred to and controlled by the Department upon completion of services unless otherwise defined in the TWO. Upon receipt of the property, the university shall forward to the Department a copy of the purchase invoice/property description/serial number and date of receipt. The Department will forward inventory control label(s) to be affixed to all property. The University will accommodate physical inventories required by the Department.

7. INTELLECTUAL PROPERTY RIGHTS

- A. The University shall be free to copyright material developed under this Agreement, provided that the Department reserves and the University, by accepting payment for any part of the TWO, grants the Department a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. The Department's rights under any license in works developed under this Agreement shall also include the right to prepare, or have others prepare on behalf of the Department, derivative works for internal Department use. The Department shall not distribute such derivative works to third parties without the express written consent of the University, which consent shall not be unreasonably withheld.
- B. On all projects the parties agree that if possible inventions should result from any research pursuant to this Agreement, all title to such inventions shall vest in the University. However, the standard patent rights clause at 37 CFR 401.14, except for 401.14 (g), is hereby incorporated into this Agreement. The University will retain all title to any intellectual property resulting from the research described herein.

Unless otherwise agreed to in the TWO, the University agrees to and grants to the Department and the U.S. Department of Transportation, on federally funded TWOs or to the Department only on State funded TWOs an irrevocable, nonexclusive, nontransferable, royalty-free, perpetual, world-wide license to practice each invention in the manufacture, use and disposition, on any Department or U.S. Department

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MASTER UNIVERSITY AGREEMENT

375-040-84
 PROCUREMENT
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of Transportation projects only, according to law, of any article or material, and in the use of any method that may be developed as part of the work under this Agreement for government purposes. Included in such right shall be the right of any contractor to the Department on any Department project, to make full use of, and to practice any intellectual property, and such royalty-free right shall extend to any such contractors, subcontractors, materialmen, manufacturers, and suppliers on any Department projects only. The University shall include this provision in all subcontracts, regardless of tier, for all experimental, developmental, or research work undertaken in furtherance of this Agreement.

The University shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Agreement.

The University shall be responsible for obtaining written intellectual property agreements with all persons working on the research described herein. Further, such agreements shall incorporate the license to the Department and U.S. Department of Transportation specified in this Agreement. The University agrees to indemnify the Department to the extent permitted by and within the limits of Section 768.28, F.S.

- C. In construing these provisions, the "University" includes any affiliated entity which the University may use to promote the development of the intellectual property.

8. CHANGES IN STUDY

- A. Any alteration to any TWO or any amendment to the terms of this Agreement must be in writing, signed by the Department's appropriate contracts officer, or designee, and an authorized representative of the University.

9. INSPECTION OF WORK

- A. The Department shall, at all reasonable times, which shall be agreed to by the Department and the University, be afforded proper facilities for review and inspection of the work under each TWO and shall at all reasonable times have access to: the premises where the work is performed; and all books, records, correspondence, instructions, receipt vouchers, and memoranda of every description pertaining to the work to be performed under each TWO. All reviews and inspections by the U.S. Department of Transportation will be arranged through the Department.

10. PERFORMANCE

- A. All work under each TWO shall be performed by the University to the satisfaction of the Department's Chief Engineer, or designee. If there is a dispute concerning satisfactory performance, the Department will obtain input or pertinent information from the University before making a final decision.

11. TERMINATION OF CONTRACT

- A. Either party may terminate this Agreement or any TWO executed under this Agreement by giving the other party thirty (30) days prior written notice. If the Agreement or TWO is terminated under this provision, the Department shall reimburse the University:
1. For work satisfactorily performed and any noncancelable obligations entered into by the University as approved within the TWO Scope of Service, prior to notification to terminate the contract, for which costs can be substantiated
 2. For any minimal overhead costs required to close the TWO
- B. A copy of all work in progress shall become property of the Department and promptly shall be turned over to the Department by the University. The Department shall have no liability for any obligations of the University's subcontracts or other agreements entered into in connection with the work under any TWO.

12. COMPLIANCE WITH LAWS

- A. Any and all of the employees of the University engaged in the performance of any work or service required by the Department under any TWO shall be considered employees of the University only and not of the Department, and any and all claims that may or might arise under the employment of said employees, shall be the sole obligation and responsibility of the University. The employees, agents, representatives, contractors, or subcontractors of the University are not employees or agents of the Department. The Department shall not be bound by any unauthorized acts or conduct of said persons.
- B. To the extent permitted by Section 768.28, F.S., the University shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by the University, its agents, subcontractors, or employees, while acting within the scope of their employment by the University and under this Agreement or TWO issued pursuant to this Agreement. Neither the University, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense solely arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents or employees, during the performance of this Agreement.
- C. When the Department receives a notice of claim for damages that may have been caused by the University in the performance of services required under this Agreement, the Department will promptly forward the claim to the University. The University and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options for defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the University in the defense of the claim or to require that the University defend the Department in such claim as described in this section. The Department's failure to promptly notify the University of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the University. The Department and the University will each pay its own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all trial costs.
- D. The University shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., unless exempted by Section 1004.22, F.S., made or received by the University in conjunction with this Agreement. The University shall extend this requirement to any subcontractors furnishing services, materials, or equipment under any TWO. Failure by the University or its contractors to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The University will advise the Department when it receives any public records request relating to this Agreement.
- E. 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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- F. The Department shall consider the employment by any university of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the University knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

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entity, and may not transact business with any public entity.

13. PROFESSIONAL LICENSURE

- A. If the University, or any of its employees, agents or subcontractors, is licensed by the Department of Business and Professional Regulation to perform the services required under any TWO, the provisions of Section 337.162, F.S., apply as follows:
1. If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint about the violations to the Department of Business and Professional Regulation.
 2. Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 F.S. and the state licensing law applicable to that licensee.
 3. Any complaints submitted to the Department of Business and Professional Regulation pursuant to paragraphs 1 and 2 may be confidential and exempt from Section 119.07(1), F.S., pursuant to Chapter 455, F.S., and applicable state law.

14. SOLICITATION

- A. The University warrants that it has not employed or retained any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the University, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the University, any fee, commission, percentage, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the compensation payable under any TWO or other consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. Pursuant to Section 216.347, F.S., the university may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

15. RECORDS AND DATA

- A. The University shall maintain accounting records and other evidence pertaining to the costs incurred on each TWO. This data will be made available for inspection by the Department, at the office of the University, at dates and times mutually agreed to by the Department and the University, during the contract period and for five years after the date of the final payment on each TWO. A copy of such records shall be furnished if requested, at the sole cost of the University.
- B. Data collected under this Agreement and each TWO, together with summaries and charts derived therefrom, shall be provided to the Department unless otherwise agreed to in writing by the parties.
- C. Any TWO issued under this Agreement and funded with federal funds shall also be subject to the following provision. Records shall be maintained in accordance with Federal Acquisition Regulations Subpart 31.104 and Office of Management and Budget (OMB) Circulars A-21 and A-110. By this reference, said Subpart of the Federal Acquisition Regulations and OMB circulars are incorporated in and made a part of this Agreement. This data will be made available for inspection by the U.S. Department of Transportation or any authorized representative of the federal government.

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16. MISCELLANEOUS

- A. This Agreement and any TWO embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and in any TWO and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties to this Agreement. In the event of a conflict between this Agreement and any TWO, the TWO shall govern and control, but only to the extent of such conflicts or inconsistencies between the TWO and the specific conflicting provision in the Agreement.
- B. It is understood and agreed by the parties that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portion or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- C. University:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the University during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- D. Appendix I of this Agreement "Terms of Federal Aid Contract" is applicable if the Appendix I is attached to the TWO.
- E. Appendix II of this Agreement "Information Technology Resources" is applicable if the Appendix II is attached to the TWO.
- F. Appendix III of this Agreement "Terms for Federal Transit Administration" is applicable if the Appendix III is attached to the TWO.
- G. In the event of any inconsistencies or conflicts between this Agreement and any Appendices attached to a TWO, the language of the attached Appendices shall control but only to the extent of such conflicts or inconsistencies between the Appendices and the specific conflicting provision in the Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year below.

UNIVERSITY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

University of Florida

By: *Roslyn S. Heath*
Signature

By: *Thomas C. Byron*
Signature

ROSLYN S. HEATH
ASSISTANT DIRECTOR OF RESEARCH
Printed Name **UNIVERSITY OF FLORIDA**

Thomas C. Byron, P.E.
Printed Name

Title

Chief Engineer
Title

Date 12-21-17

Date 1/17/2013

----- For Department Use Only -----

Stephanie Bairan
Legal Review

W. A. Callahan, CPPA
Procurement Review