

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE GAINESVILLE & ALACHUA
COUNTY TRANSPORTATION PLANNING ORGANIZATION & (COMPANY NAME) FOR
GENERAL PLANNING CONSULTANT SERVICES**

NO. _____

This Professional Services Agreement (“Agreement”) is made by and between the Gainesville & Alachua County Transportation Planning Organization (GACTPO), serving in its role as the Metropolitan Transportation Planning Organization, by and through its Board, and (Company Name), a (Business Entity State) (Business Entity Type) which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the “Parties”, for professional general planning consulting services.

WITNESSETH:

WHEREAS, the GACTPO publicly issued a Request for Proposals (RFP) seeking to hire a qualified professional to provide General Planning Consultant services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the GACTPO identified the Professional as an awarded entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the GACTPO; and

WHEREAS, the GACTPO desires to engage the Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the GACTPO and Professional agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.**
 - A. In accordance with the terms and conditions of this Agreement, the Professional agrees to provide General Planning Consultant (GPC) services, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the GACTPO. The Professional acknowledges that time is of the essence in completing the Services. It is understood that the Services may be modified but shall remain effective and binding and that any such modification must be in writing executed by both the Parties.
 - B. If the GACTPO requires work or services that fall within Exhibit 1, the GACTPO may issue a Work Order to the Professional using the Work Order Process set forth in Section 3 of this Agreement. The Professional shall not perform any Services under this Agreement unless and until the Professional receives an executed Work Order from the GACTPO.
3. **Authorization for Services.**
 - A. This is a continuing services contract for as-needed services and, as such, the award of this Agreement does not guarantee that the GACTPO will issue any Task Work Orders to the Professional.
 - B. Task Work Orders shall be issued to the Professional utilizing the following criteria:
 - (1) Task Work Orders will be assigned based on scope, qualifications, and staff availability required for the specific Task Work Order:
 - i. As to scope, the GACTPO will evaluate and confirm that the scope of the proposed Task Work Order is within the Scope of this Agreement;
 - ii. As to qualifications, the GACTPO will evaluate and confirm that the Professional is qualified to perform the proposed Services; and

- iii. As to staff availability, the GACTPO will coordinate with the Professional to determine whether the Professional can achieve the TPO's schedule for completing the Services described in the proposed Task Work Order.
4. **Term.** This Agreement is effective on the day the last Party signs it and continues until _____, or until the obligations of all parties are satisfied, unless this Agreement is earlier terminated as provided herein. This Agreement may be extended at the option of the GACTPO for 2 additional 2-year term(s) at the same terms and conditions outlined herein.
5. **Closeout.** The Professional's obligation to the GACTPO shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request, and final activity/accomplishment report to the GACTPO, disposing of project assets (including the return of all equipment, and receivable accounts to the GACTPO), and determining the custodianship of records. Agreement closeout is not considered final until the GACTPO is fully satisfied that project objectives have been met.
6. **Qualifications.** By executing this Agreement, Professional makes the following representations to the GACTPO:
- A. Professional is qualified to provide the Services and will maintain all certifications, permits, licenses, and insurances necessary to act as a professional and to provide the Services during the term of this Agreement.
 - B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the GACTPO arising from the deficiency.
 - C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
 - D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the GACTPO. The Parties acknowledge that there is nothing in this Agreement that precludes GACTPO from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
7. **Payment.**
- A. The GACTPO will pay for and Professional will accept, the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto in **Exhibits "1" and "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of **(Written Contract Amount) (\$ _____)**.
 - B. As a condition precedent for any payment, Professional must submit monthly invoices to the GACTPO requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the GACTPO. Professional's invoice must clearly and thoroughly describe the Services rendered, the date performed *[and the time expended, if billed by hour]*, and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the GACTPO may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the GACTPO that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute

the Professional's representation to the GACTPO that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the GACTPO at the following address, unless otherwise directed by the GACTPO:

Gainesville & Alachua County Transportation Planning Organization
10 SW 2nd Avenue
Gainesville, FL 32601
awhitfield@alachuacounty.us

- C. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and the GACTPO shall remit all payments to:

(Company Name)
(Address)
(City, Florida, Zip Code)
(Email Address)

- D. If the GACTPO has reasonable cause to suspect that any representations of the Professional relating to invoice and/or payment are inaccurate, the GACTPO may withhold payment of sums then or in the future otherwise due to the Professional until all inaccuracies, and the causes thereof, are corrected to the Executive Director’s or his/her designee’s reasonable satisfaction.
- E. The GACTPO's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the GACTPO Board. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any GACTPO fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. Professional agrees to cooperate with the GACTPO to assure compliance with all Federal requirements regarding use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance**. The Professional will have and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “4”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “4-A”**.

8. **GACTPO Property**. The Professional agrees to promptly, without delay, notify the GACTPO either by phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on GACTPO property, including inside any GACTPO owned or used facility. The Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on GACTPO Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the GACTPO within a reasonable time of the occurrence.

9. **Deliverables**. All project deliverables and documents are the sole property of GACTPO and may be used by GACTPO for any purpose. All deliverables required by this Agreement to be performed and prepared by the Professional, such as, but not limited to, data, plans, and specifications, will be created or produced in such a manner that they are accurate, coordinated and adequate for the purposes intended and

that they may be clearly and cleanly reproducible and editable in electronic format. The Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules, and regulations. The GACTPO's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables, and the Professional shall be responsible for the accuracy of the deliverables created.

10. **Permits.** The Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses, or any fees required for performing the Services.

11. **Personnel.** The Professional will secure, at its own expense, all necessary personnel to perform the Services. Such personnel may not be employees of the GACTPO. The Professional will ensure that all Professional's personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task(s) timely and satisfactorily. The GACTPO reserves the right to terminate this Agreement due to a change in Professional's personnel.

The Parties acknowledge that the Professional may, upon agreement by the GACTPO, contract or otherwise retain the services of sub-consultants, subcontractor, or other professionals (collectively, the "Consultants") to assist it in performing any of its services under this Agreement. The Professional agrees, represents and warrants that it shall include a provision in its agreements with its Consultants that the Consultants owe a duty to the GACTPO regarding the performance of Consultants' services to Professional, and that the GACTPO is an intended third-party beneficiary of said agreement. Pursuant to and to the extent Section 558.0035, Florida Statutes is applicable, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. If the Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the GACTPO may provide a written notice of default. The Executive Director and his/her designee is authorized to provide notice of default on behalf of GACTPO and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the GACTPO is authorized to provide the Professional with written notice of termination of this Agreement on behalf of the GACTPO. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** The GACTPO may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. The Executive Director, or designee, is authorized to provide notice of termination on behalf of the GACTPO. Notice may be electronically given. Upon such notice, the Professional will immediately discontinue all Services for the GACTPO currently or to be provided to the GACTPO, unless the notice from the GACTPO directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional. In the event of termination, Professional's recovery against GACTPO shall be limited to that portion of this Agreement amount earned through the date of termination. The Professional shall not be entitled to any other or further recovery against GACTPO, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the GACTPO, GACTPO may terminate this Agreement upon written notice to Professional. Executive Director and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the GACTPO may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the GACTPO's best interest. Upon termination, the Professional will deliver to the GACTPO all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft and whether in electronic or hard copy format.

13. **Indemnification.** THE PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BOARD MEMBERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "GACTPO") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST THE GACTPO RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO GACTPO'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the GACTPO is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and GACTPO will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the GACTPO of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

15. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:
 (Company Name)
 (Street1) (Street2)
 (City), (State/Province) (Postal Code)
 (Email)

To GACTPO:
 Gainesville & Alachua County Transportation
 Planning Organization
 Attn: Anoch Whitfield, Executive Director
 10 SW 2nd Avenue
 Gainesville, FL 32601
awhitfield@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

16. **Required Federal Provisions.** While working for the GACTPO under the terms the Agreement Federal Funds may be used, the Professional shall comply with required 2 CFR 200, Appendix II Federal Contract Provisions, **Exhibit 6** attached to this Amendment, which is incorporated and made part of the Agreement.

17. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the GACTPO*, shall as required by Florida law:

1. Keep and maintain public records required by the GACTPO to perform the Services.
2. Upon request from the GACTPO's custodian of public records, provide the GACTPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Law or as otherwise provided by Law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Law for the duration of the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the GACTPO.
4. Upon completion of the Agreement, transfer, at no cost, to the GACTPO all public records in possession of the Professional or keep and maintain public records required by the GACTPO to perform the Services. If Professional transfers all public records to the GACTPO upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the GACTPO, upon request from the GACTPO's custodian of public records, in a format that is compatible with the GACTPO's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE EXECUTIVE DIRECTOR AT awhitfield@alachuacounty.us OR (352) 337-6207 OR 10 SW 2nd AVENUE, GAINESVILLE, FL 32601.

If the Professional fails to comply with this section, the Professional will be deemed in default under this Agreement. The GACTPO may enforce as set forth in §119.0701, Florida Statutes. The Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

The Professional will take reasonable measures to protect, secure and maintain any data held by the Professional in an electronic form that is or contains exempt, confidential, personal information or

protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If the Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the GACTPO in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the GACTPO shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. The GACTPO will promptly notify Professional in writing if the GACTPO receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless the GACTPO and its board members, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to GACTPO's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the GACTPO the right to continue using the good or product, Professional shall remove the product and refund the GACTPO the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the GACTPO from claims or damages related to disclosure by the GACTPO.

C. Auditing Rights and Information. The GACTPO reserves the right to require the Professional to submit to an audit, by any auditor of the GACTPO's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to the GACTPO for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the GACTPO to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the GACTPO, Professional shall pay to the GACTPO the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to the GACTPO the Overcharged Amount and the Audit Amount which is defined as the total aggregate of the GACTPO's reasonable audit costs incurred as a result of its audit of Professional. The GACTPO may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and the GACTPO. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to the GACTPO. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the GACTPO's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the

Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in Alachua County, Florida for the GACTPO.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The GACTPO and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the GACTPO. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional 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 Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to 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 term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. The Professional warrants that neither Professional nor any of Professional's employees and subcontractors have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the GACTPO of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the GACTPO has the right to termination this Agreement without liability, and at the GACTPO's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list

following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, 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.

O. Collusion. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

T. Human Trafficking Affidavit Of No Coercion For Labor Or Services.

1. Section 787.06(13), Florida Statutes, requires any governmental entity when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.
2. The Professional will comply with this statutory requirement by completing and executing the Affidavit of No Coercion Pursuant to §787.06, Florida Statutes, a copy of which is attached to the First Amendment as Exhibit 5. Section 787.06(13), Florida Statutes requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Professional will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as **Exhibit 7**.

U. Contracting With Entities Of Foreign Countries Of Concern Prohibited.

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with an entity if the contract provides the entity with access to an individual's personal identifying information and:

- i. The entity is owned by the government of a foreign country of concern;
 - ii. The government of a foreign country of concern has a controlling interest in the entity; or
 - iii. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign county of concern.
 3. The Professional will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to the First Amendment as Exhibit 6.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by the Gainesville & Alachua County Transportation Planning Organization by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

By: _____
 Print: _____
 Title: _____
 Date: _____

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

**GAINESVILLE & ALACHUA COUNTY
 TRANSPORTATION PLANNING
 ORGANIZATION**

By: _____
 Commissioner Casey Willits, Chair
 Date: _____

ATTEST

APPROVED AS TO FORM

 J.K. "Jess" Irby, Esq., Clerk

 GACTPO Attorney's Office

(SEAL)

DRAFT

Exhibit 1: Scope of Services

SCOPE OF WORK: General Planning Consultant Services, GACTPO

The Gainesville & Alachua County Transportation Planning Organization (GACTPO) requires the services of two (2) consultants to provide professional planning services and production support. It is the specific intent of the GACTPO to select firms with a broad range of services.

The consultant(s) will assist the GACTPO staff by providing technical resources to accomplish tasks outlined in the adopted Unified Planning Work Program (UPWP) on an as needed basis. This scope identifies the types of tasks that could be assigned to consultants under General Planning Consultant contract.

Services

The Consultant will perform professional transportation planning analyses to develop specific recommendations and products, to assist the GACTPO in performing various tasks.

The Consultant will perform all tasks on an as-needed basis. For each task, a written scope of services will be negotiated by the GACTPO Project Manager and the Consultant's Project Manager not to exceed a previously negotiated fee. Details of the Consultant's specific responsibilities, the work to be done, products to be delivered, and timeline for product delivery will be defined in the scope of services issued and signed by the Executive Director. No work is to be started until the Consultant receives a Notice to Proceed letter signed by the Executive Director and initialed by the GACTPO Project Manager.

Possible work tasks for which Consultant Services may be required include, but are not limited to, the following activities from the Unified Planning Work Program (UPWP):

1.0 Administration

Tasks required to manage the transportation planning process on a continual basis including program administration, development, review and reporting, anticipated staff development and an annual audit as required by 23 C.F.R. 420.121(c).

2.0 Data Collection

Tasks needed to monitor area travel characteristics and factors affecting travel such as socioeconomic, community and land use data, transportation system data, and natural, physical, and human environmental concerns, issues, and challenges.

3.0 Transportation Improvement Program (TIP)

Tasks associated with developing and managing the TIP.

4.0 Long Range Transportation Plan (LRTP)

Tasks required for the development and management of the Long Range Transportation Plan.

5.0 Special Project Planning (or ‘Special Studies’)

Non-recurring planning studies/projects. Examples include corridor studies, ITS studies, master plans, transit studies, etc. The majority of consultant efforts are Special Studies. For a recent example, see the webpage for the Countywide Bicycle Pedestrian Master Plan: <https://growth-management.alachuacounty.us/Planning/BikePedMasterPlan>.

6.0 Public Involvement

Tasks necessary to implement the GACTPO’s Public Participation Plan during the development of the UPWP, LRTP, TIP, and other plans and programs as required.

7.0 Systems Planning

Recurring planning studies/projects/programs such as transit, bicycle/pedestrian, TDM, Transportation Disadvantaged, Intelligent Transportation Systems (ITS), etc.

Additional Assistance

The Consultant may be tasked to perform required technical analyses as assigned by the Executive Director, to respond to directives from the GACTPO, new federal and state requirements, requests from member local governments, and requests from the general public. This may include logistical support at public hearings/meetings, workshops, special graphics, brochures, pamphlets, handouts, etc. Where necessary, the Consultant may be asked to review work products submitted to the GACTPO, assist with project management, development of project scope of services, etc.

Responsibilities of the GACTPO

The GACTPO will provide the following services and data to the Consultant for the performance of these services:

- Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- Available drawings, maps, specifications, schedules, reports, data and other information developed by the GACTPO and its member local governments and agencies which the GACTPO considers pertinent to the Consultant’s responsibilities, as described herein.

Responsibilities of the Consultant

- The Consultant will perform only those services directly authorized by the Executive Director.
- Progress reports and invoices will be promptly provided on a monthly basis and must include and clearly detail:

- Task number/title
- Hours worked and dollars spent per Consultant employee per task
- Description or expanded summary of the work or services performed by each Consultant employee per task.

Consultant is hereby notified that insufficient or inaccurate information provided in progress reports/invoices may cause delays in payment/reimbursement.

- The Consultant will provide the GACTPO electronic and hard copies of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the GACTPO software. All graphics shall be provided to the GACTPO in a photo-ready reproducible format.
- The Consultant will meet with the Executive Director, when so requested, and will provide progress reports for each scope of services issued.
- All computer analysis will be performed on PC compatible computers utilizing software and analysis techniques approved by the Executive Director.
- All documents and support materials developed for the GACTPO will be prepared in Windows software including Word, Publisher, Access, Excel and Power Point and other software utilized by the GACTPO.
- All GIS related information will be provided in a format compatible with the GACTPO.
- All materials, documents and information and programs developed for the GACTPO will become the property of the GACTPO regardless of whether or not the Scope of Services/Scope of Work is completed or Task Work Order is terminated.

Exhibit 2: Payment Schedule/Hourly Rates

HOLD FOR Payment Schedule/Hourly Rates

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Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Professional shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional, his agents, representatives, employees or subconsultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Gainesville & Alachua County Transportation Planning Organization, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.
 - 2 The Professional’s insurance coverage shall be considered primary insurance as respects the GACTPO, its officials, employees and volunteers. Any insurance or self-insurance maintained by the GACTPO, its officials, employees or volunteers shall be excess of Professional’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Professional shall provide a Certificate of Insurance to the GACTPO with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONSULTANTS**

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

**Gainesville & Alachua County Transportation Planning
Organization**

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Exhibit 3-A: Certificate of Insurance

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Exhibit 4: Required Federal Provisions

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. The Parties agree that the GACTPO is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. The Parties agree that the GACTPO may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services. (When required by federal program legislation, prime construction contracts over \$2,000 awarded, not applicable to FEMA Grant and cooperative agreement programs, including the PA Program)
 - a. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Contractor and any subcontractors to Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Contractor agrees to report each violation to the GACTPO and understands and agrees that the GACTPO will, in turn, report each violation as required to assure notification to Federal and the appropriate Environmental Protection Agency Regional Office.

(iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal grants.

b. Federal Water Pollution Control Act

(i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) Contractor agrees to report each violation to the GACTPO and understands and agrees that the GACTPO will, in turn, report each violation as required to assure notification to Federal and appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal funds.”

5. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the GACTPO. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the GACTPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

a. Contractor hereby certifies to the best of its knowledge that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

c. 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.

d. By executing this Agreement, Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

a. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Contractor agrees to provide The GACTPO, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that Federal financial assistance will be used to fund the Agreement only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Contractor from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

14. “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

Per CFR 200.321, when possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

Such consideration means:

1. These business types are included on solicitation lists;
 2. These business types are solicited whenever they are deemed eligible as potential sources;
 3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring a contractor under a Federal award to apply this section to subcontracts.
16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the GACTPO, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the GACTPO or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the GACTPO data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the GACTPO.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by Contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT

system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)

(a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer’s request, the Contractor’s employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.



Exhibit 7: No Coercion for Labor or Services Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the _____ [insert full legal name of the Corporation].
3. I attest and affirm that _____ [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Gainesville & Alachua County Transportation Planning Organization to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Title

Date Signed

Exhibit 8: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of _____
County of _____

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of _____ [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
 - a. _____ [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).
 - b. The government of a foreign country of concern does not have a controlling interest in _____ [insert full legal name of entity].
 - c. _____ [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Gainesville & Alachua County Transportation Planning Organization to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Title

Date Signed

DRAFT