

TECHNOLOGY LICENSE AND SERVICE AGREEMENT

This Technology License and Service Agreement (this “**Agreement**”) dated as of the last signature to this Agreement (the “**Effective Date**”) is between TransLoc Inc., a North Carolina corporation, located at 4505 Emperor Blvd, Suite 120, Durham, NC 27703 (“**TransLoc**”) and City of Gainesville, located at 34 SE 13th Road, Gainesville, FL 32601 (“**Customer**”).

Description of Agreement

Customer wishes to license TransLoc’s proprietary vehicle tracking and passenger information service (“**TransLoc RealTime**” and “**TransLoc Traveler**”) provided through proprietary software (the “**Service**”) made available via web portal in combination with Equipment for use in the management, location, and inventory of Customer’s transportation resources in accordance with the terms of this Agreement. TransLoc wishes to make the Service and Equipment available to Customer on the terms and conditions described in this Agreement. Therefore, the parties agree as follows:

1. Definitions.

- 1.1. Definitions Set Forth in Exhibit A. For convenience, certain terms used in this Agreement are listed in alphabetical order and defined or referred to in Exhibit A attached hereto and made a part hereof.

2. Service and Equipment.

- 2.1. Service. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), TransLoc hereby grants to Customer a limited, revocable, non-exclusive, and non-transferable right to access and use the Service and the Documentation during the Term at each Licensed Facility. TransLoc will make the Documentation available to Customer in electronic form.
- 2.2. Implementation and Training. TransLoc shall perform the implementation, support, and training services described in Exhibit C (“**Implementation Services**”). TransLoc will not be obligated to perform any services except those described in this Agreement or on an Exhibit incorporating the terms of this Agreement.
- 2.3. Support and Maintenance. Subject to payment of the Service Fees identified in Exhibit B, TransLoc shall perform the support and maintenance services described in Exhibit D (“**Support, Maintenance, and Training**”) during the Term.
- 2.4. Equipment. Customer agrees to purchase, and hereby purchases from TransLoc, and TransLoc agrees to sell, and hereby sells to Customer, the Equipment.
- 2.5. Additional Facilities. If Customer expands or modifies the Licensed Facilities Customer may be required to purchase additional hardware and/or software licenses and/or services to enable the Service to function properly in expanded or modified Licensed Facilities, and in additional Licensed Facilities. Such purchases shall be agreed to in writing by executing additional amendments to Exhibit B.

3. Fees and Payment.

- 3.1. Service Rates. The rates for the Service are identified in Exhibit B (the “**Service Fee**”). The Service Fee will commence on the Activation Date, and will continue for the Initial Term.
- 3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit B (the “**Equipment Cost**”).
- 3.3. Payment, Taxes and Procedures. TransLoc will invoice Customer for Fees. Customer shall pay TransLoc in accordance with payment terms set forth below:
 - 3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.
 - 3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by TransLoc.
 - 3.3.3. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by TransLoc. TransLoc may suspend the Service if the Service Fee is not received by the due date. If TransLoc suspends the Service for non-payment, Customer may be charged a fee for reinstatement of the Service.
 - 3.3.4. Recovery of collection costs and attorney's fees shall be pursuant to the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Prices do not include applicable state and local sales, use and other taxes. Customer is responsible for such taxes or shall provide proof of tax exemption.

4. Term and Termination.

- 4.1. Term. This Agreement shall be for a term of five (5) years from the Effective Date. The Agreement will automatically renew for additional successive one (1) year periods (each a “**Renewal**”) unless Customer provides written notice to TransLoc at least thirty (30) days before the end of the Term.
- 4.2. Termination for Breach. Termination of the Agreement shall be in accordance with Exhibit F, Section K, with the modification that either party may terminate for breach.
- 4.3. Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, the Customer’s license for TransLoc RealTime and right to access and use the Service automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay monies due TransLoc.
- 4.4. Survival. The terms provided in Sections 5, 6, 7, 8, and 9 of this Agreement survive any termination or expiration of this Agreement.

5. Warranties and Disclaimer of TransLoc.

- 5.1. Service Warranty. TransLoc represents and warrants that the Service will conform to the Documentation during the Term. TransLoc will use commercially reasonable efforts to repair failures of the Service to substantially conform to the Documentation during the Term.

- 5.2. Equipment Warranty. TransLoc represents and warrants that the Equipment will be free from material defects in workmanship and materials under normal use for the Warranty Period. If during the Warranty Period, the Equipment does not conform to the foregoing warranty, then upon reasonable notice from Customer of such conformity, TransLoc will repair defects in the Equipment or replace it with conforming Equipment. Notwithstanding the foregoing, Customer is responsible for all costs associated with repair or replacement of Equipment damaged as a result of Customer's negligence, abuse, accident, acts of God, acts of third parties other than TransLoc and its employees and agents, theft, or other loss, including losses described in Section 5.6.
- 5.3. Network Warranty. If the network carriers discontinue the 3G network during the Initial Term of this Agreement, TransLoc will replace all of Customer's 3G Equipment with Equipment that conforms to the remaining networks at no cost to Customer. 3G equipment will be replaced at least 6 months prior to announced sunset of 3G equipment in area that covers the Customer's service area.
- 5.4. Implementation Services Warranty. TransLoc represents and warrants that the Implementation Services will be performed in a professional manner consistent with standards in the industry.
- 5.5. Exclusive Remedy. Sections 5.1, 5.2, and 5.3 set forth Customer's exclusive remedy for breach of the related warranties.
- 5.6. Warranty Limitations. TransLoc is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with after installation by Transloc; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals after installation by Transloc; (iii) improperly installed or maintained by Customer or any third party that is not a contractor or agent of Transloc; or (iv) used for a purpose other than as intended by TransLoc, including but not limited to use in a configuration not recommended by TransLoc.
- 5.7. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TRANSLOC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS TRANSLOC HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. TRANSLOC DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- 5.8. Excluded Parties. TransLoc represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5.9. Lobbying Disclosure Act. TransLoc represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is in violation of the Lobbying Disclosure Act of 1995.

- 5.10. Non-Discrimination. TransLoc represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.
- 5.11. Marketing and Promotion. TransLoc represents that it will provide materials and support and participate in marketing and promotion activities as defined in Exhibit E ("**Marketing and Promotion**").

6. Warranties and Acknowledgement of Customer.

- 6.1. Use Requirements, Restrictions and Limitations. Customer represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:
- 6.1.1. Customer shall not reverse engineer, de-compile or disassemble the Service or Equipment, shall not attempt to access any data underlying the Service or circumvent the user interface or other technological measures put in place by TransLoc, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of TransLoc.
 - 6.1.2. Customer shall not rent, sell, assign, lease, or sublicense the Service. Customer shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
 - 6.1.3. Customer shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.
 - 6.1.4. Customer shall not violate or attempt to violate the security of TransLoc's networks, including (i) accessing data not intended for Customer; (ii) accessing a server or account which Customer is not authorized to access; (iii) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
 - 6.1.5. Customer shall cause each of Customer's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
 - 6.1.6. TransLoc reserves the right, without liability to Customer, to disable Customer's or a User's access to the Service for breach of this Section 6.1.
- 6.2. Customer acknowledges and agrees:
- 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of Customer's Vehicle Fleet, transportation system, and personnel;

6.2.2. That the Service depends upon data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks, and that, TransLoc has no control over the functioning of the internet, Customer's network, GPS satellites, or the network of a carrier. TransLoc will select the network carrier with the best coverage for Customer. The Service Fee is determined exclusive of carrier choice, thus, either network carrier may be selected without impact to the Service Fee ; and

6.2.3. That Customer alone is responsible for acquiring and maintaining Customer's Vehicle Fleet, Customer's network, Customer's internet access, and the rest of Customer's physical and technological infrastructure.

6.3. International Roaming. The Equipment transmits and receives data without user intervention and will generate international roaming charges when it is taken out of the United States. Customer alone is responsible for roaming charges.

6.4. Marketing and Promotion. Customer represents that it will perform the marketing and promotion activities defined in Exhibit E ("**Marketing and Promotion**").

7. Confidentiality and Ownership.

7.1. Intellectual Property. TransLoc is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively "**Derivative Works**"), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by TransLoc based upon ideas or suggestions submitted by Customer to TransLoc, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to TransLoc, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in Section 2.1.

7.2. Trademarks. Customer hereby consents to use of Customer's name and/or logo a) on TransLoc's website in order to direct end-users to the public-facing aspects of the Service, and b) to create a Customer-specific public-facing website hosted by TransLoc where Users may access the Service.

7.3. Ownership of Data. Customer acknowledges and agrees that, as between Customer and TransLoc, TransLoc retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. TransLoc may analyze and compile Service Data for the purpose of creating De-Identified Data. TransLoc may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data.

7.4. Nondisclosure.

7.4.1. A Receiving Party (a) shall hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly

authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.4.2. The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.

7.4.3. Except as required by law or court order, upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.

7.5. Remedies. Each party acknowledges and agrees that any violation of this Article 7 (Confidentiality and Ownership) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

8. Indemnity and Liability.

8.1. Customer Indemnity. Customer shall indemnify and hold TransLoc and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to Customer's or Users' use of or reliance upon the Service or Customer's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which TransLoc Indemnifies Customer as described in Section 8.2.

8.2. TransLoc Indemnity. Transloc shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of Transloc and other persons employed or utilized by Transloc.

8.2.1. TransLoc shall defend, indemnify and hold harmless Customer and Customer's Affiliates and their respective officers, directors, shareholders, employees, agents, successors, and assigns ("Customer Indemnitees") from any and all losses, liabilities, damages, judgments, awards, expenses, claims, actions, lawsuits and costs, including reasonable attorneys' fees awarded against Customer Indemnitees in connection with any third-party claim that the Service or Equipment infringes the intellectual property rights of a third party under the laws of the United States. Customer may participate, at Customer's own expense, in the defense of such claim.

8.2.2. If any part of the Service is, or in TransLoc's judgment may become, the subject of any such proceeding TransLoc may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment;

(ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Service Fee or the affected portion thereof and the Equipment Cost, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. Paragraphs 8.2.1 and 8.2.2 set forth TransLoc's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

8.2.3. TransLoc will not be liable for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not delivered by TransLoc or identified by TransLoc in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than TransLoc, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.

8.3. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF TRANSLOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.4. Damages. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE.

9. General Provisions.

9.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by facsimile (with the original sent promptly by mail), by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party's address identified below (or other address designated by a party by written notice that conforms to this section). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon receipt by facsimile, or if by email, when receipt is acknowledged by the receiving party.

<p>If to TransLoc:</p> <p>TransLoc Inc. 4505 Emperor Blvd, Ste 120 Durham, NC 27703</p> <p>Facsimile: 888-959-4520 Email: admin@transloc.com</p>	<p>If to Customer:</p> <p>Regional Transit System 34 SE 13th Road Gainesville, FL 32601</p> <p>Facsimile: 352-334-3681 Email: rts@cityofgainesville.org</p>
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- 9.2. Compliance with Laws. Each party will comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Agreement.
- 9.3. Ineligibility. TransLoc will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.
- 9.4. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise.
- 9.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of Florida , without reference to any choice of law principles of such state, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.
- 9.6. Dispute Resolution. Dispute Resolution shall be in accordance with Exhibit F, Section N.
- 9.7. Force Majeure. Neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 9.8. Integration. This Agreement, together with the exhibits, constitutes the final and exclusive agreement between the parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits, this Agreement shall control.
- 9.9. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- 9.10. Severability. If any term, provision or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.11. Promotion Rights. No public statements concerning the existence or terms of this Agreement will be made or released to any media except with the prior approval of both parties or as

required by law. With Customer's prior approval, TransLoc may publicize its relationship with Customer for marketing and promotion purposes, which may include issuing a press release, mentioning the relationship on the TransLoc website (in each case by disclosing Customer's name, general information and/or a link to Customer's website), and/or list Customer as a user of the Service.

- 9.12. Relationship. In making and performing this Agreement, TransLoc and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between TransLoc and Customer.
- 9.13. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the schedules will be construed against either party by reason of the drafting or preparation thereof. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
- 9.14. Federal Transit Administration Requirements. The Federal Transit Administration (FTA) Requirements are set forth in Exhibit F, attached hereto and made a part hereof, and shall supersede the provisions of this Agreement to the extent of any conflict except as provided in Section 4.2, above.
- 9.15. Nothing in this Agreement shall be interpreted as a waiver of Customer's (City's) sovereign immunity as granted under Section 768.28, Florida Statutes.
- 9.16. The obligations Customer (City) as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, Customer shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of Customer pursuant to this Agreement.
- 9.17. If Transloc is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Transloc shall:
- a. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by Customer; and
 - b. Provide the public with access to public records on the same terms and conditions that Customer would provide the records and at a cost that does not exceed the cost provided by law; and
 - c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to Customer, at no cost, all public records in possession of Transloc upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Customer in a format that is compatible with the information technology systems of Customer.

Transloc shall promptly provide Customer with a copy of any request to inspect or copy public records in possession of Transloc and shall promptly provide Customer a copy of Transloc's response to each such request. Failure by Transloc to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement and Customer may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement.

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc Inc.

City of Gainesville

By: _____

By: _____

Name: Doug Kaufman

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

E-mail: admin@transloc.com

E-mail: _____

Phone: 888-959-3120 x1

Phone: _____

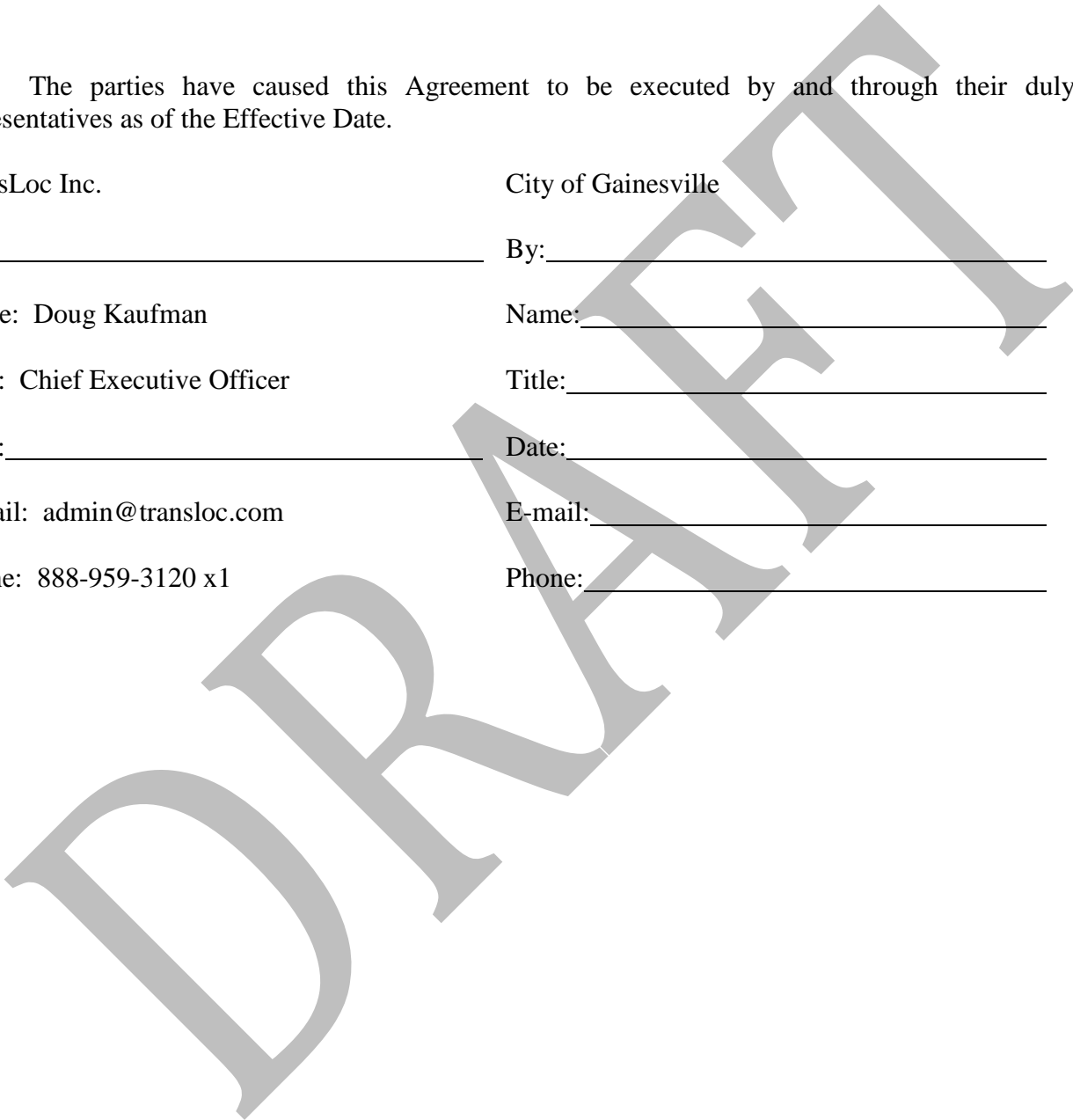


EXHIBIT A: DEFINITIONS

“**Activation Date**” means the earlier of (i) the Implementation Date (as described in Section 3 of Exhibit C) or (ii) sixty (60) days following the Effective Date of the Agreement.

“**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.

“**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to Customer’s financial and business information. Confidential Information of TransLoc includes, but is not limited to, the terms of this Agreement; the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the software and the Service; the Documentation; and TransLoc’s pricing, sales, proposals, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; (c) was previously known by the Receiving Party as shown by its written records; or (d) is as a matter of public records law required to be disclosed.

“**Day(s)**” means calendar day(s), unless otherwise specified.

“**De-Identified Data**” means data that does not contain information that identifies Customer or Users.

“**Documentation**” means instructional and user manuals relating to the Service, which may be amended from time to time by TransLoc.

“**Equipment**” means TransLoc’s tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized TransLoc personnel on Customer’s Vehicle Fleet, to allow the functioning, delivery or maintenance of the Service.

“**Fees**” means the Service Fee and Equipment Cost.

“**Initial Term**” means a period of five (5) years from the Activation Date.

“**Licensed Facility**” means Customer’s physical location(s) identified on Exhibit B.

“**Project Manager**” means an employee of Customer, designated to be responsible for and aware of Customer’s (and if applicable, any third party brought in by Customer’s) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving Customer and TransLoc.

“**Service Data**” means any data, information, content, documents, or electronic files created TransLoc from either Customer or its Users during the course of their use of any component of the Service.

“**Term**” means the Initial Term plus any Renewal.

“**Users**” means the actual and prospective passengers on Customer’s transit system.

“**Vehicle Fleet**” means the multi-passenger vehicles comprising Customer’s transit system, on which the Equipment is installed in accordance with this Agreement.

“**Warranty Period**” as it pertains to Equipment means the Initial Term, not to extend beyond a period of three (3) years from the installation date of said Equipment.

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EXHIBIT B: LICENSED SERVICES

This Exhibit B incorporates the terms of the Technology License and Service Agreement between TransLoc and Customer for use at the Licensed Facilities of City of Gainesville and the University of Florida.

1. Licensed Service:

- a) **TransLoc RealTime** Note - Realtime will meet all ADA accessibility requirements.
 - i) **Website** – allows riders to access TransLoc RealTime by using a web browser
 - ii) **Mobile** – allows riders to access TransLoc RealTime by using web-enabled mobile devices
 - iii) **Apps** – allows riders to access TransLoc RealTime by using the TransLoc iPhone or Android app
 - iv) **SMS** – allows riders to access TransLoc RealTime by using the TransLoc text messaging service
 - v) **LiveDisplay (*)** – TransLoc RealTime formatted for display on large displays
 - vi) **Manager** – tool to manage TransLoc RealTime, monitor fleet performance, and view reports, including, but not limited to, Performance Reports, On-Time Report, Headway Report, Arrivals and Departures Report, and Agency Dashboard
 - vii) **Customer Help Center** – self-serve knowledge center providing quick answers, training videos, manuals, marketing material and FAQs.
 - viii) **API** – access to TransLoc’s API for use consistent with the API Terms of Service (<http://api.transloc.com/>).

(*) Customer is responsible for procuring, installing, and maintaining the display hardware.

b) **TransLoc Traveler**

- i) **Analyze** – See how riders use your service and want to travel.
- ii) **Inform** – Communicate directly with riders based on their preferences.
- iii) **Survey** – Ask rider questions to set bench marks & prioritize enhancements.

2. Equipment: TransLoc Hardwired 3G Devices

3. Fees and Costs:

Upfront fees:	Fees	Quantity	Extended Fees
One-Time Set-up Fee	N/A	N/A	\$0
RealTime Equipment	\$550	114	\$62,700
Installation	WAIVED	114	\$0
UTA APC Integration	INCLUDED	114	\$0
Training & Support	INCLUDED	UNLIMITED	\$0
Reimbursed Travel & Expenses	WAIVED	114	\$0
Total			\$62,700
Payment Terms:	Net 30 upon receipt and installation of Equipment.		

Recurring fees:	Fees/month	Quantity	Extended Fees
TransLoc RealTime Service	\$195	128	\$24,960 / month
TransLoc Traveler Service	INCLUDED	128	\$0
UTA APC Integration	INCLUDED	128	\$0
Software Updates	INCLUDED	AS NEEDED	\$0
Training and Support	INCLUDED	UNLIMITED	\$0
Monthly Total			\$24,960 / month

Payment Terms:	Net 30. Recurring Service Fees will be invoiced monthly after the Activation Date with first month prorated when applicable.
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Total fees paid to TransLoc: $\$62,700 + (\$24,960 \times 60) = \$1,560,300$

4. Payment Options:

Payment Frequency	Fee Per Period	Full Contract Period Cost
Monthly	\$24,960	\$1,560,300
Annual Pre-Payment (3% Discount)	\$290,534.40	\$1,515,372
Full Pre-Payment (5% Discount)	\$1,422,720	\$1,485,420

5. Additional Units:

	Upfront	Monthly Recurring
TransLoc Traveler Service	N/A	\$0
TransLoc RealTime Service	N/A	\$195/unit
TransLoc RealTime Equipment	\$550/unit	\$0
UTA APC Integration	\$0	\$0
Installation	\$150/unit	\$0
On-site Visit Fee	\$0	\$0
Payment Terms:	RealTime Equipment and Installation fees are due upon receipt and installation of Equipment.- Net 30. Recurring Service Fees will be invoiced monthly after the Activation Date with first month prorated when applicable.	

6. New Vehicle Installation:

Only TransLoc may install TransLoc RealTime Equipment on a vehicle in which Equipment is not currently installed. If Customer provides TransLoc at least thirty (30) days' notice of install, TransLoc will make all reasonable effort to install additional Equipment within two (2) weeks of Customer's receipt of vehicle(s). If Customer installs Equipment on a new vehicle, the Equipment Warranty may be voided.

7. Spare Equipment:

TransLoc will provide two (2) active, spare RealTime Equipment units to Customer. Customer will own the Equipment, per Section 2.2 of the Agreement. Customer may replace any unit previously installed by TransLoc with the spare units.

8. Interfaces with existing RTS software:

At no cost to RTS, Transloc will:

- Statically consume network- and scheduling-related data generated in HASTUS, under the file format specifications found in either Item 1 or Item 2 (to the AVL provider's choosing).
- Dynamically consume vehicle assignment data generated in HASTUS, using Web services specified in Item 3.
- Generate data pertaining to actual vehicle arrival/departure times for all covered stops, in a file format that complies with specifications found in Item 4.

EXHIBIT C: IMPLEMENTATION SERVICES

Deployment of TransLoc RealTime and TransLoc Traveler consists of the following phases:

1. Phase I
 - 1.1. Notice to Proceed. Phase I begins immediately following the Effective Date.
 - 1.2. Project Management. Within five (5) days of the Effective Date of the agreement, Customer shall provide a Project Manager that TransLoc will work with through to project completion. TransLoc will also provide a project manager who will coordinate resources internally.
2. Phase II
 - 2.1. Equipment Installation.
 - 2.1.1. TransLoc will install vehicle-tracking Equipment on the Vehicle Fleet. Customer will provide access to the entire Vehicle Fleet for the installation of the Equipment as well as access to an experienced mechanic who is familiar with the Vehicle Fleet.
 - 2.1.2. Customer must ensure that the vehicles provide proper voltage levels of 12V or 24V DC power (ignition switched) and that electrical system is operating within the manufacturer's specifications. To ensure the integrity of TransLoc's Equipment and Service, TransLoc may exclude vehicles experiencing electrical system problems from the Service until the Customer resolves the problems.
 - 2.2. Training. Vehicle Fleet administrators will receive instructional materials and training to use the TransLoc RealTime and TransLoc Traveler via internet training session.
3. Service Activation. Upon completion of activities described in Section 1 and Section 2, Customer's Service will be considered live (the "**Implementation Date**"). Notwithstanding the foregoing, Customer may elect to delay its Implementation Date for a period of no more than fourteen (14) days so long as such delay shall not to extend beyond sixty (60) days from the Effective Date of the Agreement.

EXHIBIT D: SUPPORT, MAINTENANCE, AND TRAINING

1. Support Hours and Designated Personnel

- 1.1. *Support Hours.* TransLoc will provide email and telephone support to assist Customer personnel in using the Service and in reporting suspected deviations from the Service and the associated Documentation (“**Errors**”). Support will be provided from 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding regular business holidays. Errors after hours can be reported from within the Software via a special web interface that will then dispatch the incident to a standby support engineer for investigation.
- 1.2. *Designated Personnel.* Support shall be provided by TransLoc to up to three (3) designated personnel of Customer who have undergone training on use of the Software. Customer will act as the first level of support for Users of Services offered to Customer (e.g. transit riders and other departments in Customer’s organization) and TransLoc will provide second level help desk support to Customer.

2. Maintenance and Upgrades

- 2.1. *Errors.* TransLoc will use reasonable efforts to correct Errors in the Service when such Errors are reported to TransLoc, in accordance with the service levels below. TransLoc does not warrant that all Service Errors will be corrected.
- 2.2. *Software Upgrades.* TransLoc will provide upgrades to software (“**Upgrades**”) that TransLoc generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where TransLoc provides new features to Customer at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by TransLoc and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the TransLoc software may require the purchase of the appropriate hardware upon which the features depend.
- 2.3. *Route & Map Updates.* TransLoc will add the existing stops, schedules, or routes during the initial implementation with information provided by Customer in TransLoc format via the System Information Sheet. After the initial Implementation, to insure that updates are implemented within the requested effective date, TransLoc requires that updates be submitted on the System Information Sheet two weeks in advance of the desired effective date.

3. Network Hosting and Monitoring

- 3.1. *Hosting and Monitoring.* TransLoc, in conjunction with its hosting partners, shall provide server hosting for the Services. Automated reports indicating the operational condition of the system as a whole are sent to the TransLoc monitoring center at regular intervals. Technicians at the monitoring center will analyze and/or resolve issues remotely when possible.
- 3.2. *TransLoc use of Data.* TransLoc shall have access to monitored network data in order to assess day-to-day system performance and to assist Customer in obtaining data intelligence, such as usage patterns, etc. Customer hereby grants TransLoc the right to use data gathered from the TransLoc network for this purpose.

4. Service Levels

4.1. *Availability of Service.* TransLoc will take commercially reasonable measures to maximize the availability of the Service to Customer. From time to time, the Service will be unavailable for system maintenance. TransLoc will attempt to give Customer prior notice and will attempt to perform such work during off-peak times.

4.2. *Classification.* TransLoc support personnel will qualify and document reported Errors and will create a response plan to address the Errors if not resolved when reported. If an immediate response is not available for a reported issue, the expected level of service is qualified by the criticality and complexity of the issue. The following definitions apply to the qualification of an issue:

Critical: Error causes a majority of the Service to be down and unusable, resulting in total disruption of work or other critical business impact – no workaround is available.

High: Error causes major feature/function failure – operations are severely restricted – a workaround is available.

Medium: Error causes minor feature/function failure – minor impact on usage, acceptable workaround deployed.

Low: Minor Error or requested enhancement – general information, documentation error, software modification request.

4.3. *TransLoc Responsibilities.* Once TransLoc customer support receives a support request, a customer support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate engineer. The exact response will vary depending on the issue and the response time will commence as soon as practicable after the support request is received.

TransLoc will use best commercial efforts to meet the following targets for response and resolution to reported Errors. A **Response** is measured from the time that an Error is reported and all supporting detail has been provided. A **Resolution** is an answer, fix, or a workaround to the support request. TransLoc will provide continuous resources to address Critical or High Errors until resolved.

Type of Error	Response Target	Resolution Target	Nature of Resolution
Critical	2 business hours	4 business hours	Workaround is provided, patch is provided, fix incorporated into future release
High	4 business hours	2 business days	Workaround is provided, patch is provided, fix incorporated into future release
Medium	1 business day	10 business days	Answer to question(s) provided, workaround is provided, fix incorporated into future release
Low	3 business days	Next release	Answer to question and/or workaround or fix is provided. Enhancements implemented at TransLoc's discretion.

5. Preventative Maintenance: On an annual basis, TransLoc will conduct, at their expense and convenience,

an on-site preventive maintenance examination to ensure TVS tracking hardware and installation are maintained to TransLoc's specification and make minor repairs of the TVS tracking hardware, as necessary. Should major repairs or additional trips be necessary, Customer will be responsible, at prevailing rates, for those costs not covered under warranty. Customer will cooperate with TransLoc by providing access and facilities as reasonably necessary to enable TransLoc to conduct on-site preventative maintenance examination.

- a. Minor repairs are defined as services to existing equipment such as re-crimping cell cables, re-mounting devices, re-establishing loose connections, etc.
- b. Major repairs are defined as replacing critical components such as units, antennas or cabling.

6. Miscellaneous

- 6.1. *Back-up Responsibilities.* TransLoc shall protect and backup, for a minimum of 60-days, any software configuration settings, any Customer provided data that has been modified for use by the software, and any new data produced by the software itself. The successful operation of the Service is dependent on Customer's use of proper procedures and systems and input of correct data. Customer agrees that it shall have the sole responsibility for protecting and backing up the source material for Customer's route information, stop locations, and departure schedules used in connection with the Service. Customer is solely responsible for the accuracy and adequacy of the information and data that it furnishes to TransLoc for use with the Service.
- 6.2. *Equipment Maintenance and Customer Assistance.* In order to minimize downtime, Customer will provide reasonable maintenance of the on-vehicle Equipment within a reasonable notice period. Such tasks may include checking and replacing fuses, securing loose connections, and swapping defective components with replacement parts provided by TransLoc.
- 6.3. *Additional Services.* TransLoc is not obligated to provide any services other than those set forth in this Agreement or Exhibits thereto ("**Additional Services**"). If TransLoc performs Additional Services, Customer shall pay TransLoc at then-current rates. Additional Services may include, but are not limited to (i) on-site service or training and related travel expenses; (ii) installation, data conversion, system integration, development, or other consulting services; (iii) service or maintenance of third-party software; (iv) services caused by Customer's fault, misuse, negligence or failure to perform Customer responsibilities, including failure by Customer to maintain adequate data back-ups; or (v) services caused by a malfunction of or problem with any product or goods other than those licensed by Customer from TransLoc.

EXHIBIT E: MARKETING AND PROMOTION

In order to maximize the value of the Service, TransLoc and Customer mutually represent that they will cooperate to raise awareness of the Service and promote its benefits as detailed in this Exhibit. Cooperative marketing and promotion of the Service consists of the following activities:

1. TransLoc Marketing and Promotion Commitments

1.1. Prior to Service Activation / “Go-Live” Date TransLoc will:

- 1.1.1. Identify dedicated TransLoc Marketing contact and provide contact information
- 1.1.2. Identify an agreed upon Public Launch Date with Customer
- 1.1.3. Provide Customer with “Mobile App Adoption Best Practices and Website Implementation Guide”
- 1.1.4. Prepare initial draft of joint press release focused on rider and community benefits of using TransLoc system
- 1.1.5. Provide low-adhesive window / door stickers promoting the Rider mobile application
- 1.1.6. Provide digital art for on-board promotion (car cards) promoting the Rider mobile application
- 1.1.7. Provide website “Download” buttons and corresponding URL’s to access Rider mobile application in iTunes and Google Play app stores
- 1.1.8. Distribute joint press release to TransLoc press list prior to Public Launch Date
- 1.1.9. Provide template for bus stop signs to support stop-level SMS services
- 1.1.10. Provide educational reference cards to for distribution to Customer employees including but not limited to Help Desk / Call Center personnel

1.2. On agreed upon Public Launch Date TransLoc will:

- 1.2.1. Publish a brief overview of Customer and Customer’s utilization of TransLoc on the TransLoc blog (<http://transloc.com/blog>)
- 1.2.2. Announce Customer’s public launch through TransLoc’s existing social media outlets
- 1.2.3. Launch Customer’s “Agency Page” on www.TransLocRider.com

1.3. On an ongoing basis after Public Launch Date TransLoc will:

- 1.3.1. Periodically promote Customer and Customer’s use of TransLoc through TransLoc’s existing social media outlets
- 1.3.2. Host and maintain “Agency Page” on www.TransLocRider.com
- 1.3.3. Create a TransLoc customer success story (case study and/or blog post) not more than 12 months after Public Launch Date
- 1.3.4. Maintain regular communication with Customer regarding changes and updates to the Rider mobile application
- 1.3.5. Maintain regular communication with Customer regarding new promotional programs and best-practices regarding Rider mobile application marketing

2. Customer Marketing and Promotion Commitments

2.1. Prior to Service Activation / “Go-Live” Date Customer will:

- 2.1.1. Identify primary Marketing contact and provide contact information
- 2.1.2. Identify an agreed upon Public Launch Date with TransLoc marketing contact
- 2.1.3. Review and implement Mobile App Adoption Best Practices, specifically:

- 2.1.3.1. Promoting Rider mobile application on Customer's website
- 2.1.3.2. Outreach / notification to riders who have opted in to Customer's email list
- 2.1.4. Review draft of joint press release and provide comments and edits to TransLoc at least 10 business days prior to Public Launch Date
- 2.1.5. Coordinate an agreed upon Public Launch Date with TransLoc Marketing contact
- 2.1.6. Install (or allow to be installed) low-adhesive window stickers on window closest to the front door of all TransLoc vehicles
- 2.1.7. Identify initial LiveDisplay locations (public-facing flat-screen monitors)
- 2.1.8. Promote and distribute the joint press release including but not limited to: Publishing the press release on Customer's website and circulate to local, regional, and state media outlets.
- 2.1.9. Provide information required to populate Customer's "Agency Page" on TransLoc's website www.TransLocRider.com
- 2.1.10. Print on-board promotional signs (car cards) and install on TransLoc vehicles
- 2.1.11. Distribute educational reference cards to Customer staff including Help Desk / Call Center personnel
- 2.1.12. Update Customer's rider-facing promotional materials to promote the Rider mobile application
- 2.2. On agreed upon Public Launch Date Customer will:
 - 2.2.1. Announce availability of Rider mobile application and link to download / install page from the homepage of Customer's website
 - 2.2.2. Announce availability of Rider mobile application through Company's existing social media outlets
 - 2.2.3. Embed LiveMap on the homepage of Customer's website –OR- clearly link to full-page LiveMap from the homepage of Customer's website
 - 2.2.4. Install on board promotional signs (car cards) on TransLoc vehicles
- 2.3. On an ongoing basis after Public Launch Date Customer will:
 - 2.3.1. Host and maintain embedded LiveMap, download buttons, links, and other online promotional materials and links for Rider mobile application
 - 2.3.2. Provide access and content needed for TransLoc to write and distribute customer success story

EXHIBIT F: FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

STATEMENT OF FINANCIAL ASSISTANCE. *This contract will be funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration.*

The following requirements are applicable to this contract:**A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA

Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

D. FEDERAL CHANGES

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

E. CIVIL RIGHTS

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation for the period October 1, 2013 through September 30, 2016 is **1.5%**.
- b. The contractor 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 this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Gainesville, Florida deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify City of Gainesville, Florida, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Gainesville, Florida.

G. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

H. AMERICANS WITH DISABILITIES ACT

- (1) *New Buses and Construction*: All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
- (2) *Used Buses*: Must meet all federal regulations of 49 CFR Part 38.
- (3) *Modification of Facilities*: Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

I. PRIVACY ACTS

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

J. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Gainesville requests which would cause City of Gainesville to be in violation of the FTA terms and conditions.

K. TERMINATION

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

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retained funds and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the Contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville, Florida may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Gainesville, Florida that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, Florida, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

- c. **Opportunity to Cure (General Provision)** The City of Gainesville, Florida in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Gainesville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Gainesville, Florida setting forth the nature of said breach or default, City of Gainesville, Florida shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Gainesville, Florida from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that City of Gainesville, Florida elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Gainesville, Florida shall not limit City of Gainesville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida

shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

L. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Gainesville, Florida. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Gainesville, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

M. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

N. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Gainesville's City Manager or designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager or designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager or designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Gainesville, Florida, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Gainesville, Florida, the Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

O. LOBBYING

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

P. CLEAN AIR

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Q. CLEAN WATER

- (1) The 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.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

R. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** - The City of Gainesville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DRAFT

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____ Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____ Signature _____

Company Name _____

Title _____



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Name of Contractor

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):	b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):	
11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Gainesville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Name of Contractor

Date