

## **Child Passenger Safety (CPS) Technician Certification Course Instructor Stipend Contract**

This Instructor Stipend Contract is entered into between the University of Florida Transportation Institute (UFTI), Technology Transfer Center (hereinafter "UFTI-T2") and \_\_\_\_\_ (hereinafter "Instructor"). UFTI-T2 and Instructor jointly, may at times be referred to as the "Parties." Instructor's headquarters refers to the address documented in the Instructor's UFTI-T2 vendor-payment profile (hereinafter "headquarters").

**Independent Contractor:** Subject to the terms and conditions of this Contract, UFTI-T2 hereby engages the Instructor as an independent contractor to perform the services set forth herein, and the Instructor hereby accepts such engagement.

**Terms:** UFTI-T2 hereby contracts with the Instructor to teach a Nationally Standardized CPS Technician certification course and/or renewal course. Instructor agrees to teach per the policies and procedures set forth by Safe Kids Worldwide, the national certifying body for CPS Technicians (<http://cert.safekids.org/policy-and-procedure-manual>). Instructor agrees to the terms provided below. Either party may cancel this contract with 3 days written notice. Partial payments will not be issued. Stipends shall be awarded on a first-come first-served basis until funds are depleted.

**Eligibility:** The Instructor shall be a Nationally Certified CPS Instructor who resides in Florida and meets the following requirements:

- teach on their own time during the certification course and certifies that they did not receive any compensation from their employer for teaching the class,
- submit all OPRC reporting requirements for materials ordered,
- submit stipend application at least 45 days before the proposed start of the class,
- receive a Notice to Proceed (NTP) prior to rendering services and understand that reimbursement will not be issued without receiving a NTP, and
- teach the full-length course and be at the course from beginning to end.

If at any time the Instructor does not meet the above requirements, or if the CPS Technician Certification Course has been cancelled, the Instructor will notify UFTI-T2 in writing at least 48 hours prior to the course start date.

Stipends will not be considered for any of the following:

- applications received after funds are depleted,
- courses with a local fee,
- companies/organizations,
- courses which exceed a student to instructor ratio of 5:1, and/or
- courses more than 50-miles from the instructor's headquarters when another instructor within 50-miles is available to teach.

Exceptions which benefit Florida residents may be considered with prior approval and NTP.

- UFTI-T2 may issue a NTP with sponsor's review and approval of stipend requests. Submit exception requests or questions to [FloridaOPRC@ce.ufl.edu](mailto:FloridaOPRC@ce.ufl.edu).

**Period of Performance:** From the date of execution through *September 30, 2022*.

**Deliverables:** The Instructor will:

- Coordinate logistics, develop the agenda, conduct pre-course and daily planning meetings, ensure that all certification paperwork is complete and submitted to the certifying body within 60 days.
- Teach a Nationally Standardized CPS Technician Certification Course or Renewal Course per the policies and procedures set forth by Safe Kids Worldwide, the national certifying body for CPS Technicians (<http://cert.safekids.org/policy-and-procedure-manual>).
- Provide resources to certified students once during each six (6) month period following the course. Resources shall be local to the student and assist them in meeting renewal requirements.

**Compliance:** The parties to this contract shall be bound by all applicable sections of Florida Department of Transportation (FDOT) Project Number M1X-2022-00266, FDOT Contract Number G2008 and the terms and conditions in Attachment A “FY2022-Subcontract Agreement Required Federal Clauses, Per Part V”. A final invoice must be received by *September 30, 2022* or payment will be forfeited.

**Payment and Terms:** The Instructor will submit to the OPRC an invoice for services within 30 days of the course completion and before *September 30, 2022*. The Instructor shall forfeit reimbursement of any costs incurred if the invoice is not received on or before *September 30, 2022*. Copies of the course sign-in sheets must be included with the invoice. Invoices and course sign-in sheets should be submitted via email to [FloridaOPRC@ce.ufl.edu](mailto:FloridaOPRC@ce.ufl.edu).

Within 30 days after receiving the final invoice for services, UFTI-T2 will pay to Instructor the applicable sum for CPS Technician Certification Course Instruction:

- \$ 210.00** For a renewal course within 50 miles of instructor’s headquarters
- \$ 500.00** For a renewal course that is more than 50 miles from the instructor’s headquarters
- \$ 640.00** For a full course within 50 miles of instructor’s headquarters
- \$ 1,500.00** For a full course that is more than 50 miles from the instructor’s headquarters

**Intellectual Property/Copyrights:** Ownership of data and creative material are subject to the conditions as described in FDOT Project Number M1X-2022-00266 FDOT Contract Number G2008, in Part V: Acceptance and Agreement, Section 17.

**Only Agreement/Disputes:** This written Contract is the only agreement between the Parties for the work as described under **Payment and Terms**. In any disputes over this Contract, the laws of the State of Florida will apply.

IN WITNESS WHEREOF, the undersigned parties hereto and their duly authorized representatives have executed this Agreement as witnessed below. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

**Contractor**

**University of Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTUAL SERVICES AGREEMENT  
REVIEWED AND APPROVED**

DocuSigned by:  
  
 B67DFADA5D7C4E4...  
**TRAFFIC SAFETY ADMINISTRATOR    DATE**

10/01/21

**Attachment A**  
**FY2022 – Subcontract Agreement Required Federal Clauses, Per Part V**

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # CP-2022-00270. A final invoice must be received by September 30, 2022 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor 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 any 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.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.
- v. **DBE Assurance.** The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
  1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

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2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
  3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
  4. That, in event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

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- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:  
Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.
- Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
- Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.
- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.
- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used:
1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.
- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

# Child Passenger Safety (CPS) Technician Certification/Recertification Course Instructor Stipend

# INVOICE

UF BUSINESS UNIT 19070100  
UF PROJECT #  
P.O. #/DEPARTMENT ID 19070100

INVOICE # \_\_\_\_\_  
DATE \_\_\_\_\_

FDOT PROJECT #  
FDOT CONTRACT #

For payment processing upon course completion email invoice to:  
[ufl.invoices@edmgrou.com](mailto:ufl.invoices@edmgrou.com)

## INSTRUCTOR DETAILS

Name \_\_\_\_\_ CPS Certification # \_\_\_\_\_

Contractual Service Dates \_\_\_\_\_ through September 30, 2022

Effective date: date of last authorized signature received on the approved contractual service agreement

Headquarters Address \_\_\_\_\_

Payment Remittance Address \_\_\_\_\_

## COURSE DETAILS

Service Dates \_\_\_\_\_ through \_\_\_\_\_

When services being paid began and ended

Safe Kids Course ID \_\_\_\_\_

Course Location Address \_\_\_\_\_

## STIPEND DETAILS

- |  |            |
|--|------------|
| <input type="checkbox"/> Renewal Course within 50 miles of instructor's headquarters | \$210.00   |
| <input type="checkbox"/> Renewal Course over 50 miles from instructor's headquarters | \$500.00   |
| <input type="checkbox"/> Full Course within 50 miles of instructor's headquarters    | \$640.00   |
| <input type="checkbox"/> Full Course over 50 miles from instructor's headquarters    | \$1,500.00 |

**INVOICE TOTAL** \_\_\_\_\_

By signing this invoice, I certify that the invoice is true, complete, and accurate, and that the course was taught in accordance with the terms of the CPS Technician Certification Course Instructor Stipend Contract. This includes me teaching a portion of the course, attending the course from beginning to end, and that I did not receive any compensation from my employer or anyone else for teaching the class. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Submit invoice and course sign-in sheets to [ufl.invoices@edmgrou.com](mailto:ufl.invoices@edmgrou.com) and [FloridaOPRC@ce.ufl.edu](mailto:FloridaOPRC@ce.ufl.edu)