

Solicitation R1231115P1

Transit Fare Interoperability System

Bid designation: Public



Broward County Board of County Commissioners

Bid R1231115P1 Transit Fare Interoperability System

Bid Number **R1231115P1**
Bid Title **Transit Fare Interoperability System**

Bid Start Date **In Held**
Bid End Date **Aug 25, 2014 5:00:00 PM EDT**
Question & Answer
End Date **Aug 1, 2014 5:00:00 PM EDT**

Bid Contact **John Raite**
Purchasing
954 - 357 - 6285
jraite@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**
Pre-Bid Conference **Jul 1, 2014 9:00:00 AM EDT**
Attendance is optional
Location: Governmental Center, Room 430
115 S. Andrews Avenue,
Fort Lauderdale, Florida 33301

Bid Comments Broward County and Palm Beach County are seeking proposals from qualified firms to provide and implement a Transit Fare Interoperability System for the major transit agencies that serve the South Florida urbanized area.

This solicitation includes participation goals for Disadvantaged Business Enterprises. Refer to Special Instructions for additional information.

The County is not obligated to respond to any questions received after the listed deadline. Vendors should submit questions through the Question and Answer Section (available in BidSync).

Item Response Form

Item **R1231115P1--01-01 - Transit Fare Interoperability System**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Broward County Board of County Commissioners**

Broward County
115 S. Andrews Ave., Room 212
Ft. Lauderdale FL 33301
Qty 1

Description

Price will be considered in the final evaluation and rating of the qualified firms. Vendors must fill out and submit **Pricing Sheets**. Failure to submit with Vendor's submittal will deem Vendor non-responsive

Scope of Service

Introduction/Background

This is a joint procurement by Broward County and Palm Beach County. Broward County and Palm Beach County each own and operate their own public transit systems. Broward County's public transit system shall be referred to as "BCT" and Palm Beach County's public transit system shall be referred to as "Palm Tran".

Other entities involved in this project are South Florida Regional Transportation Authority referred to as "SFRTA" and Miami Dade County referred to as "MDT".

In 2011, the Florida Department of Transportation (FDOT) District 4 assisted Broward County and Palm Beach County in evaluating the technical feasibility of integrating their existing smart card-capable GFI fare boxes with Miami-Dade Transit's (MDT's) and South Florida Regional Transportation Authority's (SFRTA's), EASY Card System. The EASY Card system is a series of linked contactless smartcard systems used by Miami-Dade Transit and South Florida Regional Transportation Authority in the South Florida Region. The EASY Card allows for electronic payment on multiple public transport systems.

Since October 1, 2009, MDT has used the EASY Card, a contactless smart card, for fare collection. SFRTA, in February 2011, implemented an extension of the MDT EASY Card system to enable the use of the EASY Card for Tri-Rail passengers from all three counties, Miami-Dade, Broward and Palm Beach. Cubic Transportation Systems Inc. implemented and serviced this system since its inception.

The System adheres to the American Public Transportation Association (APTA) Contactless Fare Media Standard (CFMS) that will support the future regional fare collection system. Miami-Dade Transit (MDT) maintains the back office for the transportation system and Cubic provides the technical support for the system.

The goal of this joint procurement is to enable the support of Smart Card in order to promote ridership, seamless travel and reduce the transfer fares from South Florida Regional Transportation Authority (SFRTAs') commuter trains and Miami-Dade County. Over the next five years, it is Broward County and Palm Beach County's strategic goal to increase ridership on their public transit systems. BCT and Palm Tran envision providing greater fare payment options, convenience and flexibility for their transit riders.

GENERAL INFORMATION

BCT and Palm Tran both utilize GFI GenFare software on their depot's computers. BCT has two depots; Copans Road and Ravenswood. Palm Tran has three depots; Palm Tran North, Delray and Belle Glade. BCT and Palm Tran uploads their GFI fare information daily for each fare transaction collected. The Transactions are recorded at the fare boxes by infrared probes and sent over the WAN (Wide Area Network) to the central computers. The central computer for BCT is located at Copans Road Facility; Palm Tran's central computer is located at its Palm Tran North facility.

BCT and Palm Tran require well-documented and open interfaces, using industry standard communication protocols for all devices in this procurement.

The host computer shall be required to have a data sharing functionality with Miami-Dade Transit's back office system utilizing FTP upload/download between the three agencies for the push of EASY Card hotlists, fare tables, transfer rules, auto load assignments as well as all fare transactional data. The "E-Cash/Purse" value of the card is stored in a memory chip on the Smart Card. The Smart Card will be updated (read/write) by the buses onboard reader/validator.

SCOPE OF SERVICE

Broward County and Palm Beach County are seeking proposals from qualified firms to provide and implement the following solution for the major transit agencies that serve the South Florida urbanized area. The two agencies are:

- BCT (Broward County Transit)
- Palm Tran (Palm Beach County)

Regional travel is complicated due to separate fare box media that is not interoperable between the regional agencies. The four transit agencies share a common goal – to create and support seamless travel for transit riders throughout Southeast Florida. The counties of Miami-Dade, Broward, and Palm Beach as which includes SFRTA/Tri-Rail, MDT, BCT and Palm Tran would like to support regional Smart Card for fare payment. Broward and Palm Beach counties recognize the need for their public transportation systems to have the ability to accept fares and transfers between their respective systems and those of MDT and SFRTA. BCT and Palm Tran desire to have the ability to accept MDT and SFRTA's EASY Card for individual transit fares and transfers between each transit agency's transportation services. There are approximately 10,000 transit riders monthly or 235,000 annually transfer from BCT and Tri-Rail locations to a Palm Tran. In fiscal 2010, approximately 600,000 riders transferred from Palm Tran, MDT and Tri-Rail/SFRTA to BCT. The seamless use of the EASY Card between the four South Florida transit agencies will improve the customer experience and will assist in attracting additional transit riders.

Broward County and Palm Beach County are participating in this joint procurement and intend to enter into a single contract document with the successful vendor that will utilize separate and independent purchase orders for each County's purchases. The Contract shall contain provisions to: (i) authorize Broward County and Palm Beach County to independently utilize their own processes to purchase the items and services necessary to meet their individual needs, (ii) require that the successful vendor shall separately bill Broward County and Palm Beach County directly for their individual purchases, (iii) require that Broward County and Palm Beach County shall be solely responsible for payments on account of its purchases and in no event shall Broward County or Palm Beach County be responsible for the purchases made by the other County, (iv) require that each County shall be separately responsible for the Vendor's compliance with the Contract terms and obligations, including but not limited to, all conditions of delivery and quality of the items purchased by the other County

This procurement is to implement a fare collection infrastructure that will accept the existing EASY Card, leveraging the existing EASY Card back office in MDT, which processes and handles EASY Card transactions, accounting, and reconciliation processes.

The key drivers and assumptions for this procurement are:

- Improving regional transit mobility and ease of use
- Improving the customer transit experience for EASY Card customers transferring to and from all four agencies

- Leverage the existing GFI fare boxes and existing on-board equipment to the largest extent possible and realize cost-avoidance benefits
- Integration between EASY Card media utilized by MDT and SFRTA
- Utilizing MDTs back office system for tracking all smart card E-Cash/Purse value transactions
- Establishing separate fare tables including transfers rules for BCT and Palm Tran
- Auto load assignments and tracking "Hot List" cards
- Other Fare Payment Methods will be tested using same hardware required to process EASY card

The expected outcome is the delivery of an effective and fully functional turnkey system for BCT and Palm Tran.

The required professional services are:

- Business Consulting Services
- Technical Consulting Services
- Project Management Services
- Training and Educational Services
- Installation, Implementation and ongoing Support Services

The required key vendor deliverables are:

- Existing BCT and Palm Tran System Assessment and Discovery Document
- Final Design Document
- System Implementation Plan and Detailed Timeline
- System hardware and software components
- Documentation and Manuals for Users, System Administrators and Operation and Maintenance
- Training materials and instructor to facilitate training for all users
- Reporting solution with the ability to build ad-hoc reports
- Integration with key systems, hardware, and communications infrastructure
- A steady-state operations and support plan

The expected project implementation timeframes are:

- Existing BCT-Palm Tran System Assessment and Discovery, Final Design Document and System Implementation Plan completed and approved within two- three months from issuance of Notice to Proceed's (NTP's) from both BCT and Palm Tran Proof of concept on selected fleet completed and accepted within eight (8) months from approval of Final Design Document and Full System Implementation Plan. Incorporated in eight (8) months Proof of Concept, a three (3) month period is employed for testing. BCT and Palm Tran may change the timeframe for testing as needed
- Compile Proof of Concept and Testing results with internal and external users.
- Milestone /Checkpoint to determine if and when to fully deploy the solution

- System rollout on entire fleet, training for BCT and Palm Tran staff, system documentation and manuals
- Steady-state Operations and Support Plan completed and accepted after completion of pilot project - TBD
- After successfully completion of Phase I (Proof of Concept) and authorization to proceed. Phase II, Full deployment will be completed in approximately six (6) months.
- After full implementation of the system a Final Acceptance period of 60 business days will commence

Proof of Concept

Phase I (Proof of Concept) will encompass a limited number of BCT and Palm Tran buses. Phase I (Proof of Concept) will implement smart card reader/validator and required hardware/software system upgrades on approximately 55 BCT buses that will interface with MDTs system on the I-95 express route and other routes that intersect with MDT. Spare hardware will be available for out-of-service conditions.

BCT's fleet is equipped with GFI fare boxes; there are approximately 173 of 320 BCT buses already outfitted with Gemalto's OEM coupler, Prox-C2. The Prox-C2 hardware has the functionality to read/write to the smart card E-Cash/Purse but at this time this functionality disabled, also currently we are unable to confirm the capability for the CSC reader to read the MIFare DESFire Microprocessor card used by MDT, the vendor will have to confirm the best available option for a Stand Alone Reader or integration with Gemalto OEM couples.

Fifty-five (55) BCT buses will participate in the Phase I (Proof of Concept) and will be equipped with the Prox-C2 hardware (Exhibit 3). We will use the existing "E-Cash/Purse" functionality on the EASY Card, allowing MDT and SFRTA customers to debit their e-purse on the EASY Card for fare payment when transferring to BCT or Palm Tran. BCT may use the existing OEM coupler or a separate reader/validator this will be determined by a "best-fit" analysis. Site visits may be required as part of this project, in order to qualify the recommended solution(s) and verify the success of a system implementation.

Palm Tran will implement smart card reader/validators including the required hardware and software system upgrades on approximately twelve (12) buses that provide service on routes that interface with SFRTA's Tri-Rail stations and BCT routes.

Approach

There will be a two-phased approach to this implementation. Phase I (Proof of Concept) will include the EASY Card proof of concept and completing the proof of concept for Mobile Ticketing Testing. Phase II will consist of full deployment of EASY Card.

IMPLEMENTATION STAGES

- Phase I (Proof of Concept)
- EASY Card proof of concept at BCT and Palm Tran for seamless travel across the four Transit Agencies in South Florida
- Install and test hardware/ software for Mobile Ticketing Technology proof of concept across Broward and Palm Beach County Transit.

- The proof of concept encompasses a limited number of BCT and Palm Tran buses, approximately fifty-five (55) BCT and twelve (12) Palm Tran buses that interface with SFRTA and MDT.
- **MINIMUM AND MAXIMUM QUANTITIES:** BCT shall implement the smart card reader/validator on a minimum 01 buses up to 55 buses. Palm Tran shall implement the smart card reader/validator on a minimum 12 bus up to 17 buses.
- Phase I (Proof of Concept) includes smart card reader/validators and all required hardware/software system upgrades
- In Phase I BCT and Palm Tran will accept EASY Cards payments for transfers and one-way fares on the following BCT routes. Breeze 441, Breeze 1 and Route 1 to Miami and Palm Tran's 91, 92 and 94 routes that intersect with SFRTA/TriRail
- Phase I may take up to, but last no longer than ten (10) months from Notice to Proceed (NTP) to complete.

OPTIONAL SERVICES – PHASE II

In the event that Phase I is:

- (1) Satisfactorily completed, as determined by Broward County and Palm Beach County in their sole and absolute discretion, and
- (2) Each County has budgeted sufficient funds to proceed

Broward County and Palm Beach County shall each independently have option, but not the obligation, to proceed to Phase II

Phase II

Phase II will encompass full deployment of the EASY Card E-Cash/Purse functions, hardware and software on all BCT's and Palm Tran's buses. An official Notice to Proceed (NTP) will be required independently from Broward County Transit and Palm Tran to proceed to Phase II. Mobile Ticketing will not be fully deployed as a part of this procurement. The Mobile Ticketing Technology will only be tested.

Phase II shall commence implementation within 120 days after the Phase I (Proof of Concept) has been determined to be successful, and if funding is available.

MINIMUM AND MAXIMUM QUANTITIES: BCT shall implement the Smart Card reader/validator on a minimum 280 buses up to 330 buses. Palm Tran shall implement the smart card reader/validator on a minimum 140 bus up to 160 buses.

OTHER REQUIREMENTS AND SPECIFICATIONS

1) EASY Card Integration (Smart Card)

The EASY Card is a contactless 4k MifareDESFire smart card that is ISO 14443-4 Type A-compliant. The brand "EASY Card" refers to the MDT/SFRTA transit smart card. These cards have a unique identifier (UID) that is read by the readers/validators.

BCT and Palm Tran will require the functionality to read/write to the EASY Card E-cash/purse and validate riders transferring from MDT and Tri-Rail (SFRTA) to the BCT and Palm Tran systems.

- The EASY Card is available for purchase via Ticket Vending Machines (TVMs), Point-of Sale (PoS) terminals located in consignment locations throughout Miami, Tri Rail train stations and via the MDT/SFRTA website
- BCT and Palm Tran will not sell or distribute the EASY Card
- The EASY Card has an e-purse function which holds cash value that is stored and managed in the central computer system at MDT
- BCT and Palm Tran will use the read/write keys using the existing encryption methods and coding equipment currently utilized by MDT/SFRTA
- The selected contractor will be required to work with Information Technology Services (ITS) and Engineering group from MDT to develop interfaces required to provide all data files between BCT, Palm Tran and MDT Nextfare system
- The contractor will also be required to work with MDT to develop a method to load the EASY Card Encryptions Keys (EKs) to the proposed CSC (Contactless Smart Card) Readers without compromising the EASY Card system integrity and security
- MDT owns the encryption codes keys and will not release them to third parties and the functionality to load the EKs to the selected CSC Reader will be under MDT's control
- BCT and Palm Tran would like to leverage their existing GFI fare-boxes and in order to achieve this goal. The selected vendor in conjunction with the installation of the SMART Card readers/validators may need to upgrade software as necessary
- Palm Tran requires contactless readers/validators and software upgrade for their GFI farebox to verify values, read/write to the EASY Card, and deduct the cash value upon usage
- The vendor will provide the ability for daily reporting of transactions and transfer by Broward County and Palm Beach County bus day with a summary.
- The vendor shall provide a method to inject the EASY Card encryption keys into the CSC readers which will be used for this project
- The vendor shall also provide all necessary connectivity that interfaces with the CSC reader and host computer/machine which will inject the encryption keys into the CSC readers

EASY Card Specification

- Mifare DESFire 4K
- Fully compliant with ISO/IEC 14443A (part 1-4) and uses optional ISO/IEC 7816-4 commands
- Compliant with APTA CFMS standards (see APTA-IT-UTFS-S-002-06: Part II - Contactless Fare Media Data Format and Interface Standard)

EASY Card Integration Requirements

- Design integration interface in conjunction with current system vendor (Cubic Transportation System, Inc.)
- The reader/writer must be compliant with ISO 14443 standards
- Capable of accepting fare updates and fare rules changes
- The reader/writer capable of using EASY Card security keys
- Provide the Central Computer System with all EASY Card transactions in the required format

- Ensure the reader/writer records the relevant details of the card, e.g. card number & type, calculates the fare according to card type, deducts the correct amount according to fare data
- Identifies the transit agency that processed the transactions (BCT or Palm Tran)
- The reader/writer should register a valid transaction with an audio signal (beep) and display the remaining amount on the card
- The unit must also indicate the type of transaction (subsidy or regular fare) in addition to having insufficient funds, being disabled (blacklisted/hot-listed) or terminated, the unit should give an audio alert (different beep) and a visual display clarifying the card state
- Capable of updating card's E-Cash/Purse with auto load directives

2) OPEN ARCHITECTURE

Open architecture is a critical element to providing a truly modular solution that can adapt to changing demands and growth, with the evolving payments landscape. More and more transit agencies across the country are taking advantage of newer emerging technologies for the convenience of the transit rider. A way to adhere to this principle is to utilize Commercial-Off-The-Shelf (COTS) hardware and software that do not rely on proprietary interfaces, operating systems, and databases. Many COTS products are bound together by a flexible enterprise application integration layer that interfaces with common technologies (such as SOAP or REST web services, Java, .NET, etc.) and messaging specifications (such as XML, CSV, etc.) to enable modularity and flexibility. At each level of the system, data is obtained, stored, processed, and transmitted using components that are based on open standards. Data retained on the Smart Card reader/validator, includes, but is not limited to, number of uses, farebox/validator serial number, route, bus number, date/time stamp, smart card UID, and fare payment information, will be uploaded to the depot computer.

3) ON-BOARD SYSTEMS

The on-board systems may require wireless communications devices in order to sync with local WIFI to the depot computers while at the bus garage. Currently the agencies utilize an Infra-red probe for data transfer (Exhibit 1 and Exhibit 2: Current Environments). Any hotlists representing cards that are not to be accepted may also be downloaded to the fareboxes in real time and manually. BCT may only require a software upgrade for the GFI fareboxes that are already smart card equipped (Exhibit 2), in order to accept the EASY Card, or there may be other equipment required to effectively integrate the recommended solution with the existing GFI farebox. BCT and Palm Tran will also explore options to utilize a separate or stand-alone reader/validator.

4) BACK OFFICE

A Smart Card E-cash/purse value and a "Hot List" of smart cards will be retained in the MDT back Office and electronically shared with BCT and Palm Tran central computers. Palm Tran has a central computer running Windows Server 2008R2 64-bit machine, with GFI network manager version 2.05.09.03, including Sybase version 9.0.2.2.2451 and can run SQL queries for data extraction.

Broward County Transit's central computer is running Windows, with GenFare Data System 7 version 2.14, including Sybase, and can run SQL queries for data extraction. These existing computer systems may be able to accommodate the additional data created by accepting the EASY Card.

The Miami-Dade Transit existing back office for Easy Card transactions will be leveraged by the regional transit agencies for processing, accounting, and fare payment reconciliation associated with inter-agency travel.

5) PCI COMPLIANCE

The payment Card Industry Data Security Standard is a comprehensive set of security standards required by major credit card companies to protect cardholder data. All applications that process payments, communications and computer systems comprising the Fare Card Interoperability System and Mobile Ticketing must be in full compliance with the Payment Card Industry standards.

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Exhibit - 1 - Existing BCT Environment

BCT provides fixed-route, community feeder and paratransit bus services to residents and visitors of Broward County. While the fixed-route bus services are directly operated and managed by BCT. This project will address the needs of the fixed-route bus fleet.

The following information highlights BCT's bus operations:

- Service area:
 - 410 square miles within Broward County. Total County area is approximately 1,200 square mile with 790 square miles of conservation area.
 - Population is 1.7 million – 2nd largest in Florida
 - Population density per square mile is 4,264.
 - BCT buses connect to Palm Beach and Miami-Dade transit systems and to Tri-Rail (SFRTA).
- Bus Depots:
 - Administration offices - 1 N. University Drive, Plantation, FL 33324
 - Copans bus depot where the Central Computer is located - 3201 W. Copans Road, Pompano Beach, FL 33069
 - Ravenswood bus depot - 5440 Ravenswood Road, Fort Lauderdale, FL 33312
- Total Active Fleet:
 - 316 fixed-route buses. Approximately 192 at Copans and 124 at Ravenswood. It is anticipated that, at the time of the implementation of the SMART Card enabled Fare Collection system, the active fixed-route fleet will increase to 328. BCT expects to replace some of the older buses with 49 new NABI buses in May 2013. 250 fixed-route buses are in service during peak periods. All fixed-route buses are wheelchair accessible.
- Routes:
 - 41 on Weekdays, 31 on Saturdays, 28 on Sundays
 - 3 limited stop Breeze routes along SR 7, US 1 and University Drive.
 - 2 express bus routes on the I-95 corridor to downtown Miami
 - Express bus service on the I-595 corridor began in spring of 2012.
- Designated bus stops: 4,510
- Bus shelters: 630
- Service hours: 7 days a week from 4:00 a.m. to 1:00 a.m. the next day.

- Annual service hours: 987,314
- Fixed-Route Passengers: 117,796 trips daily – 35.9 million trips annually
- Annual service mileage: 13.5 million passenger miles
- Telephone Requests: 1.3 million annually

The Phase I Pilot Project of fifty five (55) BCT buses (Exhibit 3), includes those that service the I95 express route and interface with Miami-Dade Transit customers transferring to BCT buses. Eleven (11) of the thirty-five (55) buses currently provide service to/from downtown Miami. Ten (10) BCT buses provide service to the Civic Center in Miami which has a Miami-Dade Transit metrorail station and bus transfer points. Four (4) BCT buses service both the Miami Dade County Civic Center and Downtown Miami which includes transfer points to/from Miami-Dade Transit Metromover, Metrobus, and Metrorail systems. It is planned to add three (3) to five (5) more buses to the I-95 express routes in April 2014. Several spares have been added to the pilot due to scheduled maintenance and equipment failures, to ensure a full complement of buses are in-service for the pilot testing period. Media Format:

1. All BCT passes are magnetic-stripe tickets manufactured by EDM.
2. Expires 6 years from manufacture date
3. Pass products (e.g. 31-day, 7-day, 10-ride, all-day) are encoded prior to shipment to BCT. BCT does not have an encoding/printing facility, except for all-day passes sold on-board are encoded by GFI Farebox when the rider pays by cash on bus.
4. Fare payments:
 - a. Cash. No change is issued for overpayments. Transfers between BCT buses are free.
 - b. 31-day Bus Pass. Valid for 31 days following 1st use
 - i. Full fare @ \$58
 - ii. Reduced (senior, youth, disabled, medicare) @ \$29, College student pass @ \$40
 - c. All Day Pass. Valid for 24 hours following 1st use
 - i. Full fare @ \$4
 - ii. Reduced (senior, youth, disabled, medicare) @ \$3
 - d. 7-day Bus Pass, 10-ride Bus Pass @ \$16
 - e. 95 Express route
 - i. One way Fare
 - ii. Reduced one-way
 - iii. Premium 10-ride Pass
 - iv. Premium 31-day Pass
 - f. Day passes (on board cash purchases of 1-day passes) and issued on the buses with the same fare structure as 3(c).
 - g. Transfers from other transit systems (MDT, Tri-Rail, Palm Tran): \$0.50. Total (across all agencies) transfers is ~600k in FY2010.
 - h. Future product: Patriot Pass (issued by tri-counties) – certain classification of veterans to travel for free. Form factor is still to-be-determined.

5. Passes are sold through:

- a. Consignments: BCT counters at central terminals, county libraries. Consignments perform inventory checks every month and report the revenue to BCT, then invoiced for payment. Audits are performed yearly. Consignments do not track the SKU numbers of the cards sold.
- b. Distribution centers (e.g. cash & carry, grocery stores). Passes are sold in bulk by BCT to the distribution centers and paid in full.
- c. Website – customers can order and pay (with credit card) for a pass online. Pass will be mailed to their address.

Riders/Volume:

1. Approximately 120,000 rides per week day (fixed route services)
2. Approximately 30% of all BCT rides are cash payments
3. Number of pass products sold in FY2010 is approx. 400k (130k 31-Day, 210k 7-Day, 10k 10-ride passes)
4. Transfers from Palm, MDT and Tri-Rail – 600k in FY2010
5. ~300 buses operational on fixed routes, 9 community buses with fareboxes

Use Case Overview:

1. Driver boards bus
 - a. Logs into GFI Odyssey OCU (Operator Controller Unit) using Driver ID
 - b. Selects run & trip
 - c. Farebox goes into Revenue mode
 - d. Logs into AVL (Automatic Vehicle Location)
 - e. Gets on road
2. When customer boards bus
 - a. Cash:
 - i. GFI Odyssey Farebox rejects any unknown currency and validates currency and coins
 - ii. Operator sees accumulation of cash on OCU
 - iii. If reduced fare, driver has to indicate on OCU
 - b. GFI Farebox records every fare collected and records transaction immediately in Farebox
 - c. Farebox has running total of all currency on register, only erases upon IR probe download in depot
 - d. If bus is APC (Automatic Passenger Counter)-enabled, APC reader detects where rider enters/exits. Approx. 161 buses are APC-enabled, no plans to expand to more buses. APC is tied to the CAD/AVL system which is used for counting/planning purposes.
3. Bus enters Depot (at least once every 24 hours) at Copans or Ravenswood.
 - a. Driver takes IR probe and probes Farebox. Probe downloads data on all cash registers into depot computer (1 per bus depot). Depot computer is running GenFare software and is connected to central computer.
 - b. Cashbox is removed and emptied into vault in depot. No cash is exposed at any time.
4. Nightly, depot computers upload GFI information over the WAN (Wide Area Network) to central facility for BCT. Depot computer in Ravenswood is connected via fiber cable (leased line from AT&T).
 - a. Network is owned and maintained by Broward County.

5. Bus depot has wireless capability for video download (over WiMax) and APC data download over WiFi.

Example of GFI farebox, OCU and GFI smart card reader on board:



Existing Smart Card capability:

1. Approximately 200 GFI fareboxes are equipped with a smart card non-contact reader.
 - a. Any new buses will come outfitted with the new smart card reader
 - b. Readers: Gemalto's Prox-C2 OEM coupler
 - i. Hardware supports Mifare family (Classic 1k/4k, Ultralight, SmartMX, DESFire).
 - ii. Has the capability to support:
 1. Type A/B, ISO 14443-1 to -4
 2. FIPS 201 – PIV
 3. NFC-enabled devices
 - c. GFI software:
 - i. Supports Type A, Parts 1-3. Does not support Part 4

- ii. Type A is currently supported (only Classic 1k and Ultralight). Other Type A cards and Type B support not currently available, software upgrade availability is based on demand from GFI customers.
- iii. System "As-Is" only handles 1 product at a time (emulates a magnetic card, holds either cash value or a pass product).

Backend system:

1. Central computer
 - a. Operating System: Windows
 - b. Software: GenFare Data System 7 version 2.14, runs Sybase as database
 - c. Can run SQL instructions to extract any information needed
2. Upon IR probe, the GFI fareboxes are downloaded with data (e.g. currency count, bus pass count, time stamp)
 - a. The GFI boxes are also updated with the hotlists and any updated product pass codes and will reject non-valid bus passes. Hotlists have been < 200 over the last 2 years
3. Passes can be tracked once activated on the GFI system, but the system does not track the pass to see if it is in circulation or within the distribution center/consignments. Bulk passes sold (to distribution centers) per type is tracked by BCT.
4. Website:
 - a. Website owned and maintained by Broward County.
 - b. Operating System: Windows Server 2008 w/ SQL db
 - a. Customer data retained: Individual's LastName , FirstName, MI, Email, Optional Info Company Name Address, Phone, Password - Vendors Tax ID Number - Stored in database
 - c. No credit card information retained within Broward County
 - d. Uses CyberSource as credit card payment system (through web services). Confirm that credit card info is stored within CyberSource
 - e. Uses Wells Fargo Bank as clearing house
5. Monthly revenue reconciliation performed with consignments. Farebox transactions are also reconciled with cash count from vaults.
6. Reporting – generates 20-30 reports
 - a. GenFare provides the following reporting (non-exhaustive):
 - i. Daily/Monthly summary
 - ii. Revenue
 - iii. Ridership
 - iv. Maintenance
 - v. Routing
 - vi. Probing
 - vii. Trim Diagnostics
 - viii. Transactions
 - ix. Fare structure/table
 - x. Cashbox
 - b. Can execute SQL queries for studies such as ridership per hour/day/month, ridership by block/route
7. Maintenance – hardware fixes for fareboxes performed as needed. GenFare upgrades performed as needed.

Exhibit - 2 - Existing Palm Tran Environment

Palm Tran provides fixed-route bus services to residents and visitors of Palm Beach County. While the fixed-route bus services are directly operated and managed by Palm Tran. This project will address the needs of the fixed-route bus fleet.

The following information highlights Palm Tran's bus operations:

- Service area:
 - _852___square miles within Palm Beach County.
 - Population is 1,320,134___ million
 - Palm Tran buses connect to BCT and Tri-Rail (SFRTA).
- Bus Depots:
 - Palm Tran North
 - Delray
 - Belle Glade
- Total Active Fleet:
 - 151 fixed-route buses. All fixed-route buses are wheelchair accessible.

Approximately 40,000 rides per week day
About 30% of all Palm Tran rides are cash payments
800,000 Quik passes sold in FY2013

1,500 transfers per day from Tri-Rail to Palm Tran

Route 4, 91, 92 and 94 service transfer locations with BCT and Tri-Rail. Services 10,000 rider/day. Approximately 5,800 riders transfer per month from BCT and Tri-Rail locations, and approximately 2700 of these riders transfer from Tri-Rail.

Many Palm Tran riders are from low income communities (majority pay by cash). There are a significant number of riders who do not wish to register with the county. Palm Tran's existing payment methods are magnetic-striped paper passes and cash. The paper passes only support pass products; no cash value is supported on paper passes. There is currently no capability to purchases passes via the Palm Tran website.

All Palm Tran buses have GFI fareboxes (without smart card capability) and Operator Controller Unit (OCUs). Palm Tran has been concerned regarding fraudulent activity as transfer riders from Tri-Rail locations need only show their Easy Card to board Palm Tran for a transfer rate. Hence, SFRTA is implementing a feature in their TVMs located in Tri-Rail stations that will validate the Easy Card used and issue a unique non-replicable paper ticket as proof-of-ridership.

Media Format:

1. All Palm Tran passes have magnetic-stripe.
2. Expires 5 years from manufacture date
3. Fare payments:
 - a. 31-day Quik Pass. Valid for 31 days following 1st use
 - i. Full fare @ \$70
 - ii. Reduced (over 65 years old, student or ADA-certified) @ \$55
 - iii. Riders enrolled in the Transportation Disadvantaged (TD) program can purchase the passes for a reduced rate (31-day pass @ \$20, 31-day reduced pass @ \$15)
 - b. 1-day Quik Pass. Valid for 24 hours following 1st use
 - i. Full fare @ \$4
 - ii. Reduced (over 65 years old, student (21 years or under with valid ID) or ADA-certified) @ \$3.50
 - c. Bus day passes (on board purchases of 1-day passes for full fare) and issued on the buses with the same fare structure as 3(b). For cash over-payments in excess of \$1, fare cards are issued with stored value to be used on future rides on Palm Tran.
 - d. Cash payments supported for single trips (\$2.00 for full fare, \$1.00 for reduced fare) required.
 - e. Annual pass card for eligible riders (e.g. printed with Student ID with Palm Tran Logo/FAU student staff with proper FAU ID). These cards are just flashed at the driver, the driver counts rider by pressing a button on the OCU (operator controller unit).
 - f. Pass by mail – from website, customers can download a form and mail-in purchase. Passes will be mailed to address listed on form.
4. Passes are sold through:
 - a. Palm Tran locations (Palm Tran North, Delray, Palm Tran connection)
 - b. Consignments/outlets (e.g. libraries, government center, Florida Atlantic University, Town Center, Village of North Palm Beach Library)
 - c. Agencies (e.g. schools, universities, churches, community agencies) where agencies purchase passes from Palm Tran in bulk.

Riders/Volume:

1. Approximately 42,000 rides per week day
2. About 30% of all Palm Tran rides are cash payments
3. 600,000 Quik passes sold in FY2010
4. ~1,500 transfers per day from Tri-Rail to Palm Tran
5. Route 1, 91 and 92 service transfer locations with BCT and Tri-Rail. Services 10,000 riders/day
6. Many Palm Tran riders are from low income communities (majority pay by cash). There is a significant number of riders who are unauthorized workers and do not wish to register with the county.

Use Case Overview:

1. Driver boards bus
 - a. Logs into GFI Odyssey OCU (Operator Controller Unit) using Driver ID
 - b. Selects Route run & run trip
 - c. Farebox goes into Revenue mode

- d. Test Farebox for proper operation (e.g. print test tickets)
- e. Logs into AVL (Automatic Vehicle Location) using Driver's ID and Run number
- f. Gets on road
- 2. When customer boards bus
 - a. Cash:
 - i. GFI Odyssey Farebox rejects any unknown currency and validates currency (up to a \$20 bill) and coins
 - ii. Operator sees accumulation of cash on OCU
 - iii. Any fare, driver has to indicate on OCU
 - b. GFI Farebox records every fare collected and records transaction immediately
 - c. Farebox has running total of all currency on register, only erases upon IR probe in depot
 - d. If bus is APC (Automatic Passenger Counter)-enabled, APC reader detects where rider enters/exits. About 50% of buses are APC-enabled
- 3. Bus enters Depot (once every 24 hours). There are 3 depots (Palm Tran North, Delray, Belle Glade), 5 IR (Infra-red) probes
 - a. Utility worker takes IR probe and probes Farebox. Probe downloads data on cash box into collection computer (in bus depot). Collection computers are running GFI software (v2.05.07)
 - b. Cashbox is removed and emptied into vault in depot. No cash is exposed at any time.
- 4. Daily at 4AM, collection computers upload GFI information over the WAN (Wide Area Network) to central computer in Palm Tran North
 - a. Equipment is owned and maintained by Palm Tran
 - b. All networks are owned and maintained by Palm Beach County

Example of GFI farebox and OCU on board:



Backend system:

- 1. Central computer is located in Palm Tran North
 - a. Running Windows- 2008 server

- b. Software: GFI network manager version 2.05.07 including Sybase as database
 - c. Can run SQL instructions to extract any information needed
- 2. Updates (hotlists/badlists, fare structure changes, INI config changes) are pushed immediately (upon change) from central computer to all 3 collection computers at Palm Tran depots. Upon IR probing, the GFI fareboxes are updated with the hotlists/badlists and will reject non-valid Quik Passes
 - a. Most of the time there are no passes on the bad list. But there have been instances where we can have only one or a group of a couple of hundred.
- 3. County developed database stores a log of all cards sold. Palm Tran locations and agencies will record the passes sold, and someone at Palm Tran North will manually enter log into Access db.
- 4. Customer data only recorded when provided.
- 5. Passes can be tracked once activated on the GFI system, but the database does ~~track~~ the pass to see if it is in circulation or with the agency.
- 6. Revenue reconciliation:
 - a. Cash revenue reconciliation daily or does internal JV (at library or government center)
 - b. Outlets record number of tickets sold monthly and Palm Tran sends invoice
- 7. GFI network manager provides the following reporting (non-exhaustive):
 - a. Daily/Monthly summary by route, by block, by bus and by driver
 - b. Revenue by route, by block, by bus driver
 - c. Ridership by route, by block, by bus driver
 - d. Maintenance
 - e. Probing
 - f. Trim Diagnostics
 - g. Transactions
 - h. Fare structure/table
 - i. Cashbox
- 8. Maintenance – equipment and software updated/fixed when necessary.

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Exhibit - 3 – BCT FLEET for Phase I Pilot Project

| | BUS | SMART CARD READER | MODEL/EQUIPMENT | ROUTE |
|----|------------|----------------------------------|---------------------------------|--------------|
| 1 | 0901 | Yes | NEW FLYER-Artic w/ APC and WIFI | Spare 95X |
| 2 | 0902 | Yes | NEW FLYER-Artic w/ APC and WIFI | Spare 95X |
| 3 | 0903 | Yes | NEW FLYER-Artic w/ APC and WIFI | Spare 95X |
| 4 | 0904 | Yes | NEW FLYER-Artic w/ APC and WIFI | 108 |
| 5 | 1102 | Yes | NABI-40' w/ WIFI | Spare |
| 6 | 1104 | Yes | NABI-40' w/ WIFI | Spare |
| 7 | 1105 | Yes | NABI-40' w/ WIFI | 107 |
| 8 | 1108 | Yes | NABI-40' w/ WIFI | 107 |
| 9 | 1109 | Yes | NABI-40' w/ WIFI | 95X |
| 10 | 1118 | Yes | NABI-40' w/ WIFI | 107 |
| 11 | 1120 | Yes | NABI-40' w/ WIFI | 107 |
| 12 | 1150 | Yes | NABI-Artic w/ WIFI | 108 |
| 13 | 1151 | Yes | NABI-Artic w/ WIFI | 108 |
| 14 | 1152 | Yes | NABI-Artic w/ WIFI | 108 |
| 15 | 1153 | Yes | NABI-Artic w/ WIFI | 108 |
| 16 | 1154 | Yes | NABI-Artic w/ WIFI | 109 |
| 17 | 1155 | Yes | NABI-Artic w/ WIFI | 109 |
| 18 | 1156 | Yes | NABI-Artic w/ WIFI | 109 |
| 19 | 1157 | Yes | NABI-Artic w/ WIFI | 109 |
| 20 | 1158 | Yes | NABI-Artic w/ WIFI | 109 |
| 21 | 1159 | Yes | NABI-Artic w/ WIFI | 109 |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |

Bus 'To Be Determined' – Route 91 – 6 buses – No Smart Card Reader – Gillig 40' with APC;

Route 92 – 2 buses – No Smart Card Reader – Gillig 40' with APC;

Route 94 – 4 buses – No Smart Card Reader – Gillig 40' with APC.

Standard Instructions for Vendors

Request for Letters of Interest, Request for Proposals, or Request for Qualifications

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation of non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, Additional Responsiveness Criteria for additional requirement(s).

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Lobbyist Registration Requirement Certification**
- d. **Non-Collusion Certification**
- e. **Public Entities Crimes Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Requirement Form** and submit as instructed.

4. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the submittal is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, Additional Responsibility Criteria for additional requirement(s).

1. Litigation History

- a. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- b. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.
- c. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- d. For each material case, the Vendor is required to provide all information identified on the **Litigation History Form**.
- e. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- f. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive.

2. Financial Information Submittal Requirement

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.
- c. With respect to the number of years of financial statements required by this solicitation, the Vendor must fully disclose the information for all years available; provided, however, that if the

Vendor has been in business for less than the required number of years, then the Vendor must disclose for all years of the required period that the Vendor has been in business, including any partial year-to-date financial statements.

- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Public Records and Exemptions and to **Submission of Sealed Submittals** for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Public Record and Exemptions section) may result in a recommendation of non-responsive by the Director of Purchasing.

3. Joint Venture Enterprises

A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds the specified license, if applicable, as per **Special Instructions to Vendors**, issued either by the State of Florida or Broward County. If not submitted with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture holds the specified license issued either by the State of Florida or Broward County.

4. Authority to Conduct Business in Florida:

- a. It is the Vendor's responsibility to comply with all state and local business requirements.
- b. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations.
- c. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

C. Evaluation Criteria

- 1. Vendors will be evaluated as per the **Evaluation Criteria**. Vendors have a continuing obligation to

provide the County with any material changes to the information requested. The County reserves the right to obtain additional information from Vendors.

2. For Request for Proposals, points for each evaluation criteria will be identified on the form; available points will total to 100 points.
3. For Request for Proposals solicitations that include a request for pricing, the total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Proposed Price/Vendor's Price}) \times (\text{Maximum Number of Points for Price}) = \text{Price Score}$$

4. Note that prices may be negotiated in the best interest of the County after the scoring is completed.

D. Vendor Questions

Any questions concerning the instructions, specifications, or requirements of this solicitation shall be directed in writing to the Purchasing Division a minimum of seven (7) business days prior to solicitation's due date. No interpretation(s) shall be considered binding unless provided to all Vendors in writing. Vendors should submit questions regarding this solicitation through the "Q&A" section on BidSync. Questions will be routed to the Purchasing Agent for review; answers will be posted through BidSync or through an addendum (issued through BidSync).

E. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

F. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee. Therefore, Vendors are required to review the applicable terms and conditions and submit the County's **Agreement Exception Form**.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the County's terms and conditions as disclosed in the solicitation.
4. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

G. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this

project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

H. Demonstrations

If applicable, as indicated in **Special Instructions to Vendors**, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the demonstration meeting to retain in the Purchasing files.

I. Presentations

If applicable, as indicated in **Special Instructions to Vendors**, all Vendors that are found to be both responsive and responsible to the requirements of the solicitation will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

If Presentations are not required per the **Special Instructions to Vendors**, the Selection or Evaluation Committee may still ask questions, request clarification, or require additional information to complete rankings or evaluations, per below.

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is not mandatory for Vendors to attend committee meetings; however it is highly recommended Vendors attend to answer any committee questions (if requested). Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.
2. Any Vendor that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate document labeled "Name of Vendor, Attachment to Proposal Package, Solicitation No. # - Confidential Matter." The Vendor must identify the specific statute and subsection that authorizes the exemption from the Public Records law. CD/DVD discs or flash drives included in the submittal must also comply with this requirement and separate any files claimed to be confidential.
3. Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.
4. Except for the materials submitted in compliance with the forgoing, any claim of confidentiality on materials that the Vendor asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Vendor.
5. The financial statement exemption provided for in Section 119.071(1)(c), Florida Statutes only

applies to submittals in response to a solicitation for a "public works" project.

6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to talk about the details of the confidential material(s) at the public Sunshine meeting.

L. Copyrighted Materials

Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

M. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise provided by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the written submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee will be responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the RLI or RFP submittals to agency staff for summarization for the committee members. Agency staff will prepare an analysis report which includes a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff will also identify any incomplete responses. The Director of Purchasing will review the information and will make a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. Protests arising from the decisions and votes of a Selection or Evaluation Committee shall be limited to protests based upon the alleged deviations from established committee procedures set forth in the Broward County Procurement Code and existing written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing Vendor shall not be considered a protest.
6. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

| <u>Estimated Contract Amount</u> | <u>Filing Fee</u> |
|----------------------------------|-------------------|
| \$30,000 - \$250,000 | \$ 500 |
| \$250,001 - \$500,000 | \$1,000 |
| \$500,001 - \$5 million | \$3,000 |
| Over \$5 million | \$5,000 |

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

It is the County's intent to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met.

Special Instructions to Vendors
Solicitation Name: Transit Fare Interoperability System

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Procurement Authority:

Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code. |

B. Project Funding Source - this project is funded in whole or in part by:

Federal Transit Administration (FTA) |

C. Instructions on Submittals:

1. Vendor should submit five total printed copies (hard copies) of its response and **10** CDs or flash drives of its response.
2. Vendor must refer to **Submission of Sealed Submittals** for detailed submittal instructions.

D. Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **Select Date** at **Enter Time**.
Final Evaluation Meeting (Sunshine Meeting): **Select Date** at **Enter Time**.

Check this website for any changes to the above tentative schedule for Sunshine Meetings:
<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

E. Project Manager Information:

Project Manager: Curt Johnson, Project Manager
Email: crjohnson@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync. Answers will be posted through BidSync.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Demonstrations:

Applies to this solicitation. Refer to **Standard Instructions for Vendors** for additional information and requirements.

H. Presentations:

Applies to this solicitation. Refer to **Standard Instructions for Vendors** for additional information and requirements.

I. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation can be located at:

<http://www.broward.org/Purchasing/Documents/hardwareandmaintenanceagreement.pdf>

<http://www.broward.org/Purchasing/Documents/licenseaintenanceandsupportagreement.pdf>

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

J. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions for Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness: Agent reference only what is applicable, delete those not applicable and remove instructions. |

1. Pricing Sheet(s)
Refer to **Pricing Sheet**. The form must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements.
2. Federal Transit Administration Requirements: Buy America Certification
Refer to the **Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement, Exhibit 6, Buy America Certification**. The form must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements. |

K. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions for Vendors**, the following criteria shall also be evaluated in making a determination of responsibility.

1. Office of Economic and Small Business Development Program

This solicitation has the following Disadvantaged Business Enterprise (DBE) numerical goals: 26.7% DBE Goals.

To be considered compliant, each Vendor must correctly submit completed Letter(s) of Intent between Vendor/Offeror and Disadvantaged Business Enterprise (DBE) – **Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement, Exhibit 1 or Application for Evaluation of Good Faith Effort (only required if goals were not met) – Exhibit 2**. The Office of Economic and Small Business Development will review all forms to determine compliance.

3. Federal Transit Administration Requirements:

The successful Vendor is required to complete the applicable forms found in **Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement**. |

Submission of Sealed Submittals
Request for Letters of Interest, Request for Proposals, or Request for Qualifications

1. Vendor should submit the number of printed copies and electronic copies (CD/DVD/flash drive) as requested, per **Special Instructions to Vendors** for this solicitation. Electronic response should contain a single PDF file that contains your entire response with each page of the response in the order as presented in the solicitation document, including any attachments. CD/DVDs/Flash drives included in the submittal must be finalized or closed so that no changes can be made to the contents of the files. CD/DVD discs included in the submittal must be finalized or closed so that no changes can be made to the contents of the discs. Electronic submission of submittal does not eliminate the required printed copies of solicitation.
2. It is the responsibility of the Vendor to assure that the information submitted in both its hardcopy written response and electronic response are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.
3. Confidential information on CD/DVD/flash drive (i.e. financial statements), must be submitted in a separate bound document labeled "Name of Vendor, Attachment to Proposal Package, SOLICITATION# - Confidential Matter". The Vendor must identify the specific section of the Florida Statutes that authorizes the exemption from the Public Records Law. CD/DVDs/flash drives included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.
4. It is important that each CD/DVD/flash drive be labeled with the Vendor name, solicitation number and title, and placed in an individual disc envelope (if CD/DVD).
5. The Purchasing Division must receive hardcopy and electronic submittals no later than 5:00 pm on required due date. Purchasing will not accept late or misdirected submittals. If fewer than three Vendors respond to this solicitation, the Director of Purchasing may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.
6. Send all solicitation submittals to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
Re: Solicitation Number:

Evaluation Criteria

1. Provide an organizational chart indicating the members of the proposed project team and Technical Support Staff. **5 Points**
 - a. Include the structure of the proposed project team, including the relationship of the team, i.e., prime with sub-contractors, joint venture, Technical Support Staff for Steady State, etc.
5 Points
 - b. Provide for each of the following:
 - i. Percentage of subcontracting work associated with project.
 - ii. Location of all spare parts depots and supporting engineers.
 - iii. Have there been any recent changes in ownership or leadership?
 - iv. Are there any plans for merger, consolidation or buyout, if so, what succession plan is in place for a smooth transition?
 - v. How long has your firm provided such solutions/services required by this RFP?
 - vi. Annual turnover rate of technical resources supporting this solution. **5 Points**
 - c. Technical Support Staff: Spare parts depot, number of personnel, personnel degree of expertise in specific solution. **5 Points**
2. Describe work experience of the system provider(s), in current or past projects on board a bus fleet, which are similar to the proposed Fare Collection System upgrade with on-board integration and robust host computer and back office functionality. Provide actual dates of completion for past projects and/or estimate date of completion for current projects. Provide reference (organization, solutions provided, year(s) installed, contact name, title, role on project, e-mail, telephone) that meet the criteria listed below:
 - a. Implemented a Smart Card Fare collection system on bus fleet regional public transit agencies.
 - b. Implemented a fare collection system with integrated components that have a proven reliability and sustainability, which accepts smart cards and other forms of payment methods. Successfully interfacing with all hardware and software.
 - c. Implementation of a regional or multi-agency fare payment solution, which included a back office accounting, processing, and reporting information system in compliance with established security protocols.
 - d. Client reference should be for sites at which the proposed systems have been fully implemented and is in a live production environment. Provide evidence of a successfully performing, sustainable system, with a satisfactory completion of both, on line, and within budget.

Provide for each reference, documentation of downtime, technical support staff, and complaint history. **10 Points**
3. Describe unique aspects of the system provider(s) including special skills/capabilities, awards/certifications received in areas related to this project, and innovative solutions beyond the requirements of this project. **5 Points**

4. Describe experience with/or demonstrate serving Mobile Ticketing functions on the same hardware platform. **5 Points**
5. Describe the qualifications and structure of the overall implementation. Provide for the Project Manager and each key team member the following information:
 - a. Provide full life cycle references, from the public transit sector (organization, year(s) service provided, contact names, titles, role on project, e-mail, telephone) as a Project Manager. (Full-Life-Cycle is defined as from planning to post implementation support for one or more phases for the one module)
 - b. Number of years working as an employee of your firm.
 - c. Number of years working as a Project Manager/ team member in implementing the system(s) proposed.
 - d. Project Manager must participate for the entire project from start to finish as proposed, as the Project Manager.

10 Points

6. Describe the qualifications and structure of your overall implementation team abilities, and cross training, in the event a key team member becomes unavailable to complete the project. **5 Points**
7. Complete Requirements Response by indicating which requirements can be met by 'out-of-the-box' solutions requiring only personalization and configuration selections currently available from the system provider(s). For each requirement that cannot be met by 'out-of-the-box' solutions, provide detailed explanation on how it will be implemented. All requirements must be addressed. To complete the "Integration and interface with existing BCT Systems 'portion of the Requirements Response, refer to 'Existing BCT and Palm Tran Environments'. By submitting a response the proposer understands that the fixed price proposal provided in the Pricing Sheets must cover the costs associated with implementation of all the requirements except those identified as "Unable to Meet Requirements" **20 Points**
8. Location - A Proposer with a Principal business location within Broward County will receive five Points. All others will receive zero points. Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's Principal business location. **5 Points**
9. The fixed price proposal will be adjusted prior to use in calculating points awarded. Where Adjusted Proposer's Price = Total points awarded for price will be determined by applying the following formula: (Lowest Adjusted Proposers' Price/Adjusted Proposer's Price) x 20 = Price Score. **20 Points**

Pricing Sheets

General Instructions

Complete the Pricing Sheets as instructed below and include all items required to ensure implementation of all requirements that are not identified as “Unable to Meet Requirement” in the completed response to Requirements Response. The Proposer shall submit its flat, fixed prices which are guaranteed for the term of the contract. The County reserves the right to negotiate prices submitted for each section of work. The prices for any additional work and equipment will be negotiated. Agreements may need to be negotiated for additional items such as hardware, hardware maintenance and firmware. Prices shall not be conditioned. Conditioned prices may be deemed non-responsive.

Add proposed prices from Tables T1-T7 to arrive at a Total Proposed Price. The County will evaluate the Proposer's Total Proposed Price as indicated in the “Evaluation Process” section of the RFP. The Proposer shall also submit prices for items listed in Tables 6 and 8 – Options. Prices provided in Tables 6 and 8 will not be evaluated but are requested to assist with pricing for the additional work desired by the County.

Project Services: Project Services required to implement and support the operating environment for the Fare Collection System Upgrade with systems integration and a host computer. Please provide the list of Project Services including, but not limited to, project management, system design, implementation and testing, documentation and training and the associated costs. Include the costs for an on-site project manager and on-site technical resources during project implementation phases including, but not limited to, Design, Installation, Testing, Training, Implementation, and Post Implementation.

Software Licensing: All software, both core and bolt-on, that are required to implement the scope of requirements and specifications for the Fare Collection System Upgrade with systems integration and a host computer for integration with MDT's back office system. Please provide the list of software, software modules, and the associated costs. Please provide your assumptions regarding discounts to your software costs. Include product sheets for all software listed as part of your response.

Software Maintenance and Support: Software, both core and bolt-on, that are required to implement the scope of requirements and specifications for the Fare Collection System Upgrade with systems integration and a host computer for integration with MDT's back office. Please provide the list of software modules and the association maintenance costs that includes 24x7x365 support. Please provide your assumptions regarding the maintenance percentage charged against software costs and any adjustments to that percentage over time. The vendor will provide all upgrades and updates to the software under the standard Maintenance and Support Services Agreement.

ADM Services: Application Development, Maintenance and Support Services required implementing and supporting the operating environment for the Fare Collection System Upgrade with systems integration and a host computer. Use this category to provide pricing for meeting requirements that are identified as “Configuration” or “Modification/Customization” in the completed response to the Requirements Response.

Integration/Interface Services: Integration and Interface Services required to implement and support the operating environment for the Fare Collection System Upgrade with systems integration and a host computer for integrations with MDT's back office system.

Operating Environment/Hardware: Any hardware, hardware peripherals or hardware related services that are required to implement the Fare Collection System Upgrade with systems integration and a host computer. Including a 20% spare ratio, please provide the list of hardware, hardware peripherals or hardware related services with associated costs. Please provide your assumptions regarding any discounts. Include product sheets for all hardware as part of your response.

Operating Environment/Hardware Maintenance and Support: Any hardware, hardware peripherals or hardware related services that are required to implement the Fare Collection System Upgrade with systems integration and a host computer. Please provide the list of hardware, hardware peripherals with associated warranty periods and project the replacement costs, after the end of the proposed warranty periods. Include the costs for two (2) full-time on-site technical support persons to provide hardware maintenance support after the implementation. One resource at BCT and one at Palm Tran. All Maintenance and Support Services includes 24*7*365 support.

Other Project Expenses: Any other project expenses not already captured in the categories above. Please provide the list of project expenses and associated costs. If travel expenses are anticipated for this project, proposers are advised that the provisions of Florida Statutes Chapter 112.061 will apply as to allowable expenses. Note that the per diem option includes meals and lodging.

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=112.061&URL=0100-0199/0112/Sections/0112.061.html

Options: Provide pricing for items listed in table T-8 and any additional offerings that you would like to propose. All pricing provided for equipment shall include costs for installation. Pricing information provided in this category will not be evaluated but are requested to assist with pricing for the additional work desired by BCT.

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Table T-1: Project Services for **PHASE I (Easy Card Proof of Concept)**

Total \$_____

| Project Management and Other Resources | Hours | Billing Rate | Price |
|--|--------------|---------------------|--------------|
| Project Manager | | \$ | \$ |
| On-site Project Manager | | \$ | \$ |
| One (1) On-Site Technical Leader | | \$ | \$ |
| Discovery and Assessment | | | |
| Two (2) on-site Technical Support provided for user acceptance testing phase and during proof of concept for three months. One located at Palm Tran the other at BCT. | | \$ | \$ |
| System Design | | | |
| List System Design Phases with associated pricing here | | | \$ |
| System Implementation and Configuration | | | |
| List System Implementation Phases including System Build, Installation, and Configuration (including all necessary data preparation) with associated pricing here | | | \$ |
| System Testing Includes Unit Testing, and Acceptance Testing | | | |
| List System Tests and include acceptance testing, for a three month period, with two (2) technical resources on-site, include the associated pricing here. One at Palm Tran and one at BCT. | | | \$ |
| Documentation | | | |
| List documentations (deliverables) and associated pricing here | | | \$ |
| Training | | | |
| List itemized trainings, Administrator, Power User, and End User, (i.e. Operations, Service and Capital Planning, and Customer Relations) with associated pricing here in as much detail as possible | | | \$ |
| Other Project Expenses | | | |
| List other project expenses here | | | \$ |

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Table T-2 Software Licensing for **PHASE I (Easy Card Proof of Concept)**

Total \$_____

| Fare Collection System Software Licenses | Qty | Price |
|--|------------|--------------|
| Server Licenses (BCT and Palm Tran garages) (If applicable) | | \$ |
| Depot Licenses (if applicable) | | |
| Depot Site Licenses if required. Licenses (BCT-Copans and Ravenswood Garages, Palm Tran-Palm Tran North, Delray, and Belle Glade) (if applicable) | | \$ |
| Desktop Client Licenses (if applicable) | | \$ |
| Onboard Vehicle Component Software Licenses | | |
| Vehicle Licenses for Fixed-Route Fleet Pilot (55 buses-BCT 12-Palm Tran) | | \$ |
| Additional Software Licenses | | |
| List additional software here. Provide pricing separately for each software solution (OS, Application Software, etc.) and number of license required | | |
| Third-Party Software Licenses | | |
| Database Licenses (specify license types and quantities required) | | \$ |
| OS Licenses (specify license types and quantities required) | | \$ |
| List Additional Third-Party Software Licenses here. Provide pricing separately for each software solution. | | \$ |

Table T-3 Application and Hardware, Development, Maintenance and Support
PHASE I (Easy Card Proof of Concept)

Total \$_____

| Application Development | Price |
|--|--------------|
| Provide pricing for Application Development required to meet requirements that are identified as "Configuration" or "Modification/Customization" in the completed Requirements Response. | \$ |

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Table T-4 Operating Environment/Hardware for **PHASE I (Easy Card Proof of Concept)**

Total \$_____

| Central System with Redundancy | Qty | Price | Warranty Period (year) |
|---|-----|-------|------------------------|
| Application Server | | \$ | |
| Database Server | | \$ | |
| Storage SAN as proposed by the vendor | | \$ | |
| Full Redundancy with no single point of failure on all hardware and software | | \$ | |
| Networking Equipment (BCT-2 garages Palm Tran- 3 Garages) | | \$ | |
| Laptops for System Diagnostics (6 per maintenance location for BCT and Palm Tran) | | \$ | |
| Depot System Equipment for both BCT, and Palm Tran if required (specify) | | \$ | |
| WLAN Equipment (BCT- 2 depots, and Palm Tran-3 depots) if required. | | \$ | |
| Backup Management System and license for Central System | | \$ | |
| List any additional hardware solutions and associated price for Central System | | \$ | |
| Installation and Configuration | | \$ | |
| Onboard Fixed-Route Fleet Pilot | Qty | Price | Warranty Period (year) |
| Cabling Hardware for Other Onboard Integration and Interface requirements (BCT 55/Palm Tran 12 buses) | 67 | \$ | |
| Equipment for Central Computer Management System at Palm and BCT if required (specify) | | \$ | |
| Operators Control Unit (OCU/DCU) if required | 67 | \$ | |
| Card Reader/Validators as required | 67 | \$ | |
| Module for wireless communications to Depot computer | 67 | | |
| Battery Backup (if required for graceful shutdown of any of the items listed above) if required | | \$ | |
| List additional onboard equipment required here | | \$ | |
| Installation (including removal of decommissioned equipment) | 67 | \$ | |
| Encryption Process of system coordinated with MDT's Encryption key | 67 | | |

Table T-5 Systems Integration/Interface Services **Phase I (Easy Card P.O.C.)**

Total \$ _____

| Systems Integration/Interface Services for PHASE I | Price |
|--|--------------|
| Transit Bus fare collection system components | \$ |
| Interface between the fare collection system on-board component to collect and process bulk data transfer to the depot computer located at the bus garages | \$ |
| Interface with MDTs back office system | \$ |
| List any additional System Integration/Interface Services with associated prices here. | \$ |
| Interface with additional Readers/Validators to Central System | \$ |

Table T-1: Project Services for **PHASE I I (Full Deployment)**

Total \$ _____

| Project Management and Other Resources | Hours | Billing Rate | Price |
|---|--------------|---------------------|--------------|
| Project Manager | | \$ | \$ |
| On-site Project Manager | | \$ | \$ |
| Two On-site Technical Support provided for full deployment. One at BCT and the other at Palm Tran. | | \$ | \$ |
| System Design | | | |
| List System Design Phases with associated pricing here | | | \$ |
| System Implementation | | | |
| List System Implementation Phases including System Build, Installation, and Configuration (including all necessary data preparation) with associated pricing here | | | \$ |
| System Testing Includes Unit Testing, and Acceptance Testing | | | |
| List System Tests and include acceptance testing, for a three month period, with one (1) technical resources on-site, include the associated pricing here at palm tran and BCT. | | | \$ |
| Documentation | | | |
| List documentations (deliverables) and associated pricing here | | | \$ |
| Training | | | |
| List any training for Phase II, with associated pricing here in as much as detail as possible. This includes Bus operator, Bus Staff and Admin Support | | | \$ |
| Other Project Expenses | | | |
| List other project expenses here | | | \$ |

Table T-2 Software Licensing for **PHASE II (Full Deployment)**

Total \$_____

| Fare Collection System Software Licenses | Qty | Price |
|--|------------|--------------|
| Onboard Vehicle Component Software Licenses | | |
| Vehicle Licenses for Fixed-Route Fleet (Approximately 330 buses-BCT 151-Palm Tran) | | \$ |
| Additional Software Licenses | | |
| List additional software solutions required here. Provide pricing separately for each software solution. | | |
| Third-Party Software Licenses | | |
| List Additional Third-Party Software Licenses here. Provide pricing separately for each software solution. | | \$ |

Table T-3 Software Maintenance and Support for **PHASE II (Easy Card Full Deployment)**

Total \$_____

| Fare Collection Software Licenses | Price |
|--|--------------|
| Year 1 (Warranty After System Acceptance) | \$ |
| Onboard Vehicle Component Software | Price |
| Year 1 (Warranty After System Acceptance) | \$ |
| Additional Software Licenses (specify) | Price |
| Year 1 (Warranty After System Acceptance) | \$ |
| Third-Party Software Licenses (specify) | Price |
| Year 1 (Warranty After System Acceptance) | \$ |

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**Table T-4 Application Development, Maintenance and Support PHASE II
(Easy Card Full Deployment)**

Total \$ _____

| Application Development | Price |
|--|--------------|
| Provide pricing for Application Development required to meet requirements that are identified as "Configuration" or "Modification/Customization" in the completed Requirements Response. | \$ |
| Application Maintenance and Support after System Acceptance | Price |
| Year 1 (Warranty After System Acceptance) | \$ |
| Year 2 (Warranty After System Acceptance) | \$ |
| Year 3 (Warranty After System Acceptance) | \$ |
| Year 4 (Warranty After System Acceptance) | \$ |
| Year 5 (Warranty After System Acceptance) | \$ |

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Table T-5 Operating Environment/Hardware for **PHASE I I (Easy Card Full Deployment)**

* Approximate Fleet(s) Size at this time.

Total \$ _____

| Onboard Equipment for PHASE I I | Qty * | Price | Warranty Period (year) |
|---|-------|-------|------------------------|
| Cabling Hardware for Other Onboard Integration and Interface requirements | | \$ | |
| Equipment for Central Computer Management System at Palm and BCT (specify) | | \$ | |
| Operators Control Unit (OCU/DCU) if required | 275 | \$ | |
| Card Reader/Validators | 275 | \$ | |
| Smart I/O module for communications to Host computer | | | |
| Battery Backup (if required for graceful shutdown of any of the items listed above) | 275 | \$ | |
| List additional onboard equipment required here | | \$ | |
| Installation (including removal of decommissioned equipment) | 275 | \$ | |
| Onboard Equipment Spare Parts (20%of fleet) for PHASE I I | Qty | Price | Warranty Period (year) |
| Cabling Hardware and Other Onboard Integration and Interface requirements for BCT and Palm Tran | | \$ | |
| Onboard Equipment for PHASE I I | | | |
| Operators Control Unit (OCU/DCU) if required | 66 | \$ | |
| Card Reader/Validator for BCT and Palm Tran | 66 | \$ | |
| Battery Backup (if required) | | \$ | |
| Smart I/O module for communications to Host computer | | \$ | |
| Employee ID Card Reader for Single Sign-On | | | |
| Battery Backup (if required for graceful shutdown of any of the items listed above) | | \$ | |
| List additional onboard equipment required here | | \$ | |

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Table T-6 Operating Environment/Hardware Maintenance and Support for **PHASE I I (Full Deployment)**

Total \$ _____

| A Full-Time On-Site Technical Support Person at Palm Tran and BCT | Price |
|--|--------------|
| Year 1 | \$ |
| Onboard Equipment for Fixed-Route Fleet | |
| Year 1 (enter zero if included in Warranty) | \$ |
| Year 2 (enter zero if included in Warranty) | \$ |
| Year 3 (enter zero if included in Warranty) | \$ |
| Year 4 (enter zero if included in Warranty) | \$ |
| Year 5 (enter zero if included in Warranty) | \$ |

Table T-7 Systems Integration/Interface Services for **PHASE I I (Easy Card Full Deployment)**

Total \$ _____

| Systems Integration/Interface Services | Price |
|--|--------------|
| Transit Bus fare collection system components | \$ |
| Interface between the fare collection system on-board component to collect and process bulk data transfer to the depot computer located at the bus garages | \$ |
| Interface with MDTs back office system | \$ |
| List any additional System Integration/Interface Services with associated prices here. | \$ |

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Pricing Sheets for PHASE I

| | | |
|-----------------------------|---|---|
| From Table T-1 | Project Services | \$ _____ |
| From Table T-2 | Software Licensing | \$ _____ |
| From Table T-3 | Application Development | \$ _____ |
| From Table T-4 | Operating Environment/ Hardware | \$ _____ |
| From Table T-5 | Systems Integration/ Interface Services | \$ _____ |
| From Table T-6 | Options (Not to be included in the Total Proposed Price) | \$ _____ |
| Total Proposed Price | | \$ _____ Inclusive of prices from Tables T1 - T5 |

Table T-6 Options

| Billing Rates for Professional Services | | Hourly Rate | |
|--|--|-------------|------------------------|
| | | | |
| Project Manager | | \$ | |
| Database Administrator | | \$ | |
| Software Development | | \$ | |
| Field Engineering for On-Site support | | \$ | |
| Testing | | \$ | |
| Training | | \$ | |
| Onboard Equipment for Fixed-Route Buses | | Unit Price | Warranty Period (Year) |
| Additional Onboard Devices listed in Table T-4 – furnish and installed | | | |
| | | \$ | |

Pricing Sheets for PHASE II

| | | |
|-----------------------------|--|---|
| From Table T-1 | Project Services | \$ _____ |
| From Table T-2 | Software Licensing | \$ _____ |
| From Table T-3 | Software Maintenance and Support | \$ _____ |
| From Table T-4 | Application Development, | \$ _____ |
| From Table T-5 | Operating Environment/ Hardware | \$ _____ |
| From Table T-6 | Operating Environment/ Hardware Maintenance and Support | \$ _____ |
| From Table T-7 | Systems Integration/ Interface Services | \$ _____ |
| From Table T-8 | Options (Not to be included in the Total Proposed Price) | \$ _____ |
| Total Proposed Price | | <p>\$ _____</p> <p>Inclusive of prices from Tables T1 - T7</p> |

Table T-8 Options

| Billing Rates for Professional Services | | Hourly Rate |
|--|------------|------------------------|
| | | |
| Project Manager | | \$ |
| Database Administrator | | \$ |
| Software Development | | \$ |
| Field Engineering for On-Site support | | \$ |
| Testing | | \$ |
| Training | | \$ |
| Onboard Equipment for Fixed-Route Buses | Unit Price | Warranty Period (Year) |
| Additional Onboard Devices listed in Table T-5 – furnish and installed | | |
| | \$ | |

This worksheet should be used to provide notes, details and assumptions used in determining costs listed in the primary worksheet, and will be considered as part of the Pricing Sheets response.

Project Services

Notes / Details / Assumptions

Notes / Details / Assumptions

Notes / Details / Assumptions

Software Licensing

Notes / Details / Assumptions

Notes / Details / Assumptions

Software Maintenance

Notes / Details / Assumptions

Notes / Details / Assumptions

Application Development, Maintenance and Support

Notes / Details / Assumptions

Notes / Details / Assumptions

Notes / Details / Assumptions

Operating Environment/Hardware

Notes / Details / Assumptions

Notes / Details / Assumptions

Notes / Details / Assumptions

| |
|---|
| Operating Environment/Hardware Maintenance |
| Notes / Details / Assumptions |
| Notes / Details / Assumptions |
| System Integration /Interface Services |
| Notes / Details / Assumptions |
| Notes / Details / Assumptions |
| Notes / Details / Assumptions |
| Project Expenses |
| Notes / Details / Assumptions |
| Notes / Details / Assumptions |
| Notes / Details / Assumptions |

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Requirements Response

Each requirement listed in this Requirements Response should be addressed because the proposed cost provided by your proposal team should include implementation of all requirements. Please complete the template by placing an X in the applicable Vendor Fit-Gap Response Code column for each requirement. Where the requirement is not "out of the box", please provide as much documentation as possible to support how you would implement that requirement. Firms are instructed to include, in the response to **Pricing Sheets**, all costs required to ensure implementation of all requirements that are not identified as "Unable to Meet Requirement" in the completed response to this Requirements Response.

For the following Items, a response of "X" in the Vendor Fit-Gap Response Code column titled "U = Unable to Meet Requirement" in reply to the requirements listed (indicated by the use of term "shall") for any of these Items may be evaluated at a lower score by the Evaluation Committee.

| | | | |
|--------|--------|--------|-------|
| A.0.1 | B.1.2 | B.1.3 | B.1.4 |
| B.1.6 | B.1.13 | B.1.18 | B.2.8 |
| B.2.14 | B.2.15 | | |

Vendor Fit-Gap Response Codes:

F = Fully Provided "Out-of-the-Box" with personalization/configuration (no changes to underlying source code)

M = Modification/Customization (changes to source code)

TP = Third Party Software Required

U = Unable to Meet Requirement

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| Item | Requirements | F | M | TP | U | Comments |
|------------|---|---|---|----|---|----------|
| A.0 | General requirements for all proposed systems | | | | | |
| A.0.1 | All data shall be the property of BCT and Palm Tran respectively, and shall reside within BCT and Palm Tran. The database structures and any interfaces shall be documented to BCT and Palm Tran respectively. BCT and Palm Tran shall be allowed royalty-free access to the database tables and royalty-free use of the data and interfaces. BCT and Palm Tran shall be allowed to extend such access and use to third parties for integration purposes. | | | | | |
| A.0.2 | The contractor should supply all hardware, software, spare parts, and services necessary to accomplish the supply, installation, testing, documentation, training, and startup of a complete, fully integrated and functional system. This should include central system computers and network equipment, data communications equipment for data communications and on-board vehicle equipment. The Contractor shall be responsible for supplying hardware and software, technical support, and warranty coverage on implemented hardware and software. | | | | | |
| A.0.3 | The Contractor shall provide, license, install and integrate all upgrades needed to the existing software, which includes providing subcontracted support services from respective software vendors as a single point of contact when applicable. | | | | | |
| A.0.4 | The proposed systems should be highly reliable, fault tolerant that will meet current needs and provide a growth path for future expansion. The systems are expected to serve BCT and Palm Tran for at least 10 years and should be scalable to accommodate up to 500 vehicles at BCT and up to 300 vehicles at Palm Tran. | | | | | |
| A.0.5 | The contractor should ensure that If any hardware or hardware peripherals should fail, the device should be able to be removed from the vehicle and replaced with a fully functional unit. (The intention is to reduce vehicle down-time and increase the options in keeping vehicles fully operational.) | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
|--------|--|---|---|----|---|----------|
| A.0.6 | The proposed systems should utilize Windows servers with Web-based thin or Ultra-thin clients on a TCP/IP Ethernet compliant network for any client applications. | | | | | |
| A.0.7 | The server operating system shall be Windows 2008 R2 Standard edition or greater. | | | | | |
| A.0.8 | The client operating system should be Windows 7 Professional edition or greater. | | | | | |
| A.0.9 | The proposed systems should be compatible with servers running virtualization technology preferably by VMware vSphere 5 Enterprise Plus edition, or greater, with clustered host servers with iSCSI/SAN centralize storage array which is Broward and also Palm Beach County's standard architecture. | | | | | |
| A.0.10 | The Fare Collection system should support both of the two County-standard Relational Database Management Systems (RBMS): Microsoft SQL 2008 Enterprise Edition R2 SP1 or Oracle 11g R2 Enterprise Edition, or the most current version. | | | | | |
| A.0.11 | The system should have a replication environment that can be used for fault-tolerance. All servers in the Data Centers should be fully redundant and capable of automatic failover without administrator intervention. The System should also support a separate test environment for use by BCT and Palm Tran system administration Staff. | | | | | |
| A.0.12 | The system should support industry standards set by the National Transportation Communications for ITS Protocol (NTCIP), the Transit Communications Interface Profiles (TCIP) Standard Development Program of American Public Transportation Association (APTA), Standard Interface for Real-Time Information (SIRI), General Transit Feed Specification (GTFS) and the Society of Automobile Engineers (SAE). | | | | | |
| A.0.13 | The proposed system should have the ability to support open standards/open architecture such as interface with common technologies (SOAP or REST web services, Java, .NET, etc.) and messaging specifications (such as XML, csv, etc.) to enable modularity and flexibility. Must have the ability to interface with Miami-Dade Transit's Automatic Fare Collection system's back office. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
|------------|--|---|---|----|---|----------|
| B.0 | Fare Collection system general requirements | | | | | |
| B.0.1 | The proposed solution should be configurable; consumer off-the-shelf (COTS) software solution. The core architecture is to be easily extensible to accommodate additional types of fare media. | | | | | |
| B.0.2 | The Fare Collection back office software should be installed on system administrator's stations and other work stations selected by BCT and Palm Tran to integrate with MDT back office in order to process the EASY Card transactional data. | | | | | |
| B.1 | On-board Equipment requirements for fixed-route fleet | | | | | |
| B.1.1 | The contractor should provide a single vehicle operator terminal (OCU/DCU), or software upgrade for existing OCU/DCU, as necessary, for integration into the Fare collection system, and the combination will be functionally able to accept the EASY Card for integrated solution with the GFI farebox. | | | | | |
| B.1.2 | The contractor shall provide a card reader/validator for the Smart Card that interfaces with BCT's and Palm Tran's existing GFI farebox system or provide a stand-alone solution with a connecting Ethernet port. | | | | | |
| B.1.3 | The smart card reader/validator shall be able to read all media (eg. Smart Cards, Plus Codes, QR Codes, NFC, Bar Codes) allowed to be used as a credential for fare collection. The device has to be certified as ISO 14443-compliant. | | | | | |
| B.1.4 | The reader/validator shall be verified against specific criteria such as being able to interpret the Easy Card's physical layout so that the card can be read. | | | | | |
| B.1.5 | The Reader/Validator should be suitably installed to withstand the harsh outside environment, and be usable by customers. | | | | | |
| B.1.6 | Reader/Validators shall be compliant with Americans with Disabilities Act (ADA) and specific agency's defined requirements for usability. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| B.1.7 | ISO 14443 is an industry standard that defines the communication protocols and exchange methods for Proximity Integrated Circuit Cards (PICCs), such as the Easy Card. It defines two types of cards – Type A, which comprise primarily of contactless transit cards today, and Type B, which have an added layer of security exchanges. The solution should accept both Type A and Type B cards in order to accommodate greater flexibility for the tri-county riders. | | | | | |
| B.1.8 | The on-board fare collection system equipment provided by the contractor should automatically turn on when a vehicle is turned on, and should shut down after the vehicle's power is turned off. | | | | | |
| B.1.9 | The system should allow authorized, remote access to be able to modify on-board fare collection system data tables, fare payment rules, etc. | | | | | |
| B.1.10 | The on-board fare collection system should upload/download data with the depot computer system to validate fare structures, validate Smart Cards IDs, and fares collected. Communications to the depot computer system shall occur whenever a vehicle enters the garage yard, or is powered on within communications range of the depot network. | | | | | |
| B.1.11 | The OCU/DCU computers should send the relevant data Smart Card information, and all relevant fare collection information to the depot computer system by wireless communications. | | | | | |
| B.1.12 | The proposed system should allow the vehicle operator to override an invalid Smart Card if a vehicle operator is required due to a system error. However, the system shall capture the operator ID number, and the Smart Card Number, fare payment, and should automatically generate an exception report if this situation occurs. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| B.1.13 | The OCU/DCU computer should be integrated with the farebox components, including the Smart Card reader/validator. Once the OCU/DCU log-on is completed, the OCU/DCU should use the log-on data to initialize the farebox, and begin the process of automatically sending/receiving current fare tables and Smart Card data from the depot computer system and shall not interfere with the BCT and Palm Tran AVL system and its ability to communicate with the farebox. | | | | | |
| B.1.14 | The Data Center Central System and on board computer should track all fare payment transactions and relevant data configurable by BCT and Palm Tran. | | | | | |
| B.1.15 | Pre-trip/post-trip error messages should be automatically sent to the Central Computer System for use by dispatch and maintenance personnel. | | | | | |
| B.1.16 | The on-board fare collection system should notify the vehicle operator about the loss of data communication with any new system components consistent with current practices. | | | | | |
| B.1.17 | BCT and Palm Tran will require the system selected to have the ability to seamlessly integrate with CAD/AVL controller for cellular communication near real time. | | | | | |
| B.1.18 | When a vehicle operator is logged in, the OCU/DCU computer operator terminal shall provide feedback on the SMART Card, QR Codes, NFC, and Bar Codes, current fare payment adherence status, and be displayed consistent with current fare media messaging, for the operator. | | | | | |
| B.1.19 | The on-board fare collection system equipment computer should periodically attempt to send data to the depot computer as soon as it receives an acknowledgement from the depot computer system of communications network availability on or near transit property. | | | | | |
| B.2 | Central Computer System requirements | | | | | |
| B.2.1 | Access to system shall be strictly limited to authorized users only. The ability to allow logins with Active Directory credentials for Fare Collection system administration and other desktop users. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
|--------|---|---|---|----|---|----------|
| B.2.2 | The system should be implemented at all BCT bus depots. The system should be implemented at all Palm Tran facilities. | | | | | |
| B.2.3 | The Central Computer System software should be configurable; commercial off-the-shelf (COTS) solution. | | | | | |
| B.2.4 | The Central Computer System Management application should be accessible through web enabled wireless devices. | | | | | |
| B.2.5 | Shall provide information for customer service agents to help address customer questions and concerns regarding the Smart Cards. The ability to report the usage of a particular Smart Card over a period of time, on, on a particular bus, at a particular stop. | | | | | |
| B.2.6 | The system should provide a user interface for both BCT and Palm Tran staff to enter and update vehicle information to individual bus or entire fleet. | | | | | |
| B.2.7 | The system should be accessible from any networked device through Web access with authorized credentials. | | | | | |
| B.2.8 | The system shall have the capability to manage the current vehicle needs as well as future planning and service schedule with regards to fare payment media types, and additional fleet types and size. | | | | | |
| B.2.9 | A web enabled / "thin client" program shall be provided to allow remote access to the fare collection system software on workstations for personnel identified by BCT and Palm Tran. | | | | | |
| B.2.10 | Software functions, views and data access rights should be configurable, by authorized BCT and Palm Tran staff, to meet the needs of different access levels such as read-only, general users, managers, system administrators, etc. | | | | | |
| B.2.11 | The system should enable System Administrators to review and modify system configuration and parameters. The ability to monitor the status of all system components should also be provided from a central location | | | | | |
| B.2.12 | The system should poll MDT's Back Office for an updated "Hotlist" report whenever a configurable time has passed since the most recent report was received. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| | The system should have the ability to poll for a report at a frequency of once every 15 minutes and other longer intervals. | | | | | |
| B.2.13 | The system should receive and store “GPS lock” status, GPS location latitude and longitude information stamped with date, time, vehicle ID, operator ID, run/route ID, and Smart Card readings from OCU/DCU on-board systems. | | | | | |
| B.2.14 | Based on BCT’s, and Palm Tran’s data for each Smart Card fare payment, the system shall create a billing reimbursement report for MDT. The MDT report will reflect usage, entry location, and transfer locations. The report data will designate the date and time the Smart Card was swiped, the card ID number, and the amount debited from the card. | | | | | |
| B.2.15 | The system shall provide an output of the current data transmitted from MDT for all Smart Cards in use and those “HotList” Smart Cards. The data will be wirelessly communicated to the on-board systems when powered on, and in range of the communications device(s). The Contractor shall document and provide to BCT and Palm Tran the communications protocols, command sets and message formats used in this interface. | | | | | |
| B.2.16 | Based on thresholds configurable by BCT and Palm Tran staff, the system should indicate and identify when vehicles are deemed to be malfunctioning due to “Hardware/software” failure and the inability to communicate on-board systems with the depot Central Computer system. | | | | | |
| B.2.17 | The system should have the ability to monitor the status of equipment communicating to the Central Computer System at pull-in and pull-out, implementing a user friendly client application. | | | | | |
| B.2.18 | The system should have built-in functions that protect data integrity in a multi-user and multi-processing environment. | | | | | |
| B.2.19 | The system should encrypt confidential information (e.g. passwords, and all other sensitive information) | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| B.3 | Data logging and retrieval | | | | | |
| B.3.1 | All user actions, including system administrators, shall be stored in an activity log. The activity log should be real-time and accessible on-line. Each action should result in the log which should include, at a minimum, user ID, workstation ID, record/file ID(s), date/time, module/function ID(s), and other pertinent data associated with the action. | | | | | |
| B.3.2 | The system should retain a log of all system transactions, including software and hardware, for auditing, operational, and troubleshooting purposes. The ability to use a filter when requesting logs and a backup mechanism. The maximum size of activity log storage should be configurable by the system administrator in order to conserve storage capacity for critical system functions. | | | | | |
| B.3.3 | All incoming and outgoing data should be stored for retrieval, analysis, display and printing on the central computer system at BCT and Palm Tran respectively. | | | | | |
| B.3.4 | The data storage system should ensure data integrity in the event of a computer disk drive failure. | | | | | |
| B.3.5 | In addition, the system should include a means of archiving transaction data, or restoring data from an archive, while the system is in operation. It should not be necessary to shut down the database to perform a successful backup or restore operation. | | | | | |
| B.3.6 | The stored data should be time and date stamped, and should contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria. At a minimum, the following sorting and selection criteria should be supported for accessing the historical data from both the online and the archived storage: date and time, vehicle number, operator number, SMART Card number, run number, entry location, transfer location and fare collected. | | | | | |
| B.3.7 | Historical data should be read-only with modification only permitted to individual pre-defined fields. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| B.3.8 | Historical data should be available in a format that is directly accessible by or importable into common database management and analysis tools (e.g., ASCII, csv, XML and Excel) | | | | | |
| B.3.9 | The system should allow all historical data to be retrieved on line even if it has been archived. | | | | | |
| B.3.10 | BCT and Palm Tran should determine and describe the need and procedure for an incremental, daily or other time frame-based backup of data. Other needs related to the archiving of intelligent transportation system data, such hardware and software, should also be determined and described by the BCT and Palm Tran. | | | | | |
| B.4 | Reports | | | | | |
| B.4.1 | The extract, transform and load processes, and interface with MDT's back office, will be automated and will not require the day-to-day involvement of BCT and Palm Tran staff. | | | | | |
| B.4.2 | The MDT file extract, transform and load to on-board computer system process will generate a daily log of data upload activities and will alert BCT and Palm Tran staff in the event of a database upload failure via email. | | | | | |
| B.4.3 | The extract, transform and load logic should have exception handling built-in to avoid the upload of any unwarranted data to the Depot computer, and Back Office Systems/Central Computer. | | | | | |
| B.4.4 | The extract, transform and load program should provide a web-based system administration dashboard to monitor the current attributes of the database. The system administration tool should also allow management of user roles and privileges for accessing reports. | | | | | |
| B.4.5 | The system should provide the ability to generate a variety of standard and adhoc reports on weekly/monthly/yearly basis, manually submitted and on a scheduled basis. | | | | | |
| B.4.6 | BCT and Palm Tran should have access to the table view of the database and the ability to independently produce additional custom standard reports or ad hoc reports. Reporting software licenses should be included. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| B.4.7 | The software should have the capability of generating reports based on exceptions as per thresholds set and configurable by BCT and Palm Tran staff for various Smart Card transactions and fare payment options (eg. Transfers to/from the participating agencies). | | | | | |
| B.4.8 | Reporting should be available for on-board system component monitoring including hardware and software failure rates due to attempted but unsuccessful communication upload/download of data with the central computer. | | | | | |
| B.4.9 | The system should check and validate data for reasonableness in order to prevent invalid and unreasonable data from being reported by BCT and Palm Tran. All input data and parameters, whether collected automatically or manually entered by end users, should be checked for reasonableness before allowing the data to be processed or used. When invalid and/or unreasonable data. | | | | | |
| B.4.10 | All users accessing the fare collection system software including workstation users, should be able to access all of the available reports. | | | | | |
| B.4.11 | The system should allow selection of any period for historical data. | | | | | |
| B.4.12 | All reports should use standard reporting tools (e.g., Crystal Reports) and should have the ability to export data into file formats that can be viewed and edited with standard office software (e.g., Microsoft Word and Excel). | | | | | |
| B.4.13 | Planning and Scheduling Reports: | | | | | |
| B.4.14 | Pull Out/Pull-In detailed report. The Pull-Out and Pull-In analysis is a report that displays the actual sequence of leave and/or arrival times, all smart Cards read, Fare Payment collected, and equipment performance Data throughout a 24 hour period. Include attempted communications with the depot computer whether successful or not. | | | | | |
| B.4.15 | National transit database (NTD) report requirements for fare payment transactions. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| B.4.16 | Summary report that shows the status of each scheduled Pull-Out and Pull-In as completed, late, or has been missed due to on-board Fare Collection Systems malfunction should be provided. | | | | | |
| B.4.17 | Summary report of driver interaction with on-board fare collection systems based on the vehicle component monitoring data and exceptions configurable by BCT and Palm Tran staff should be provided. | | | | | |
| B.4.18 | Maintenance Reporting: | | | | | |
| B.4.19 | Maintenance work summary identifying problem hardware and/or software, resolution and cause for the maintenance work, due to on-board Fare Collections Systems failure. | | | | | |
| B.4.20 | Repeat failures summary report should be a scheduled report. | | | | | |
| B.4.21 | System health summary for on-board Fare Collection (Reader/ Validator) equipment by Bus Number should be provided. | | | | | |
| B.4.22 | The software shall provide a comprehensive set of data management, revenue conciliation and reporting tools. | | | | | |
| B.4.23 | System administration and alarm/failure monitoring: | | | | | |
| B.4.24 | On-board equipment status(e.g., Card Reader/Validator software version, SMART I/O communications device software version) | | | | | |
| B.4.25 | Fare Collection system per vehicle upload and download summary. | | | | | |
| B.4.26 | Central computer equipment and communications status (e.g., software version and alarm status for hardware/software failure) | | | | | |
| B.4.27 | Communication failure log: The reporting interface should provide a summary of data by the following parameters: Bus; Variation/Pattern; Communication type (applicable only to communication reports, for example, from MDT back-office to Central Computer, from Central Computer to On-board fare collection system); and Time of day, day of week, month, rating, fiscal year. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| C.0 | Integration/Interface with existing systems | | | | | |
| C.0.1 | The Contractor shall provide, license, install and integrate all upgrades needed to the existing software, including providing subcontracted support services from respective software vendors as needed. | | | | | |
| C.1 | Interface between the depot computer with on-board subsystems to collect and report data | | | | | |
| C.1.1 | The OCU/DCU computer for the Fare Collection System will Interface with other on-board fare collection components through communications cabling and connections compliant with the Society of Automobile Engineers (SAE) J1708/1587, J1939, or other acceptable network standard, to form an open standard vehicle area network. All Message IDs and Parameter IDs used in the system provided by the contractor and those available and supported for communications with future on-board devices using the J-1708/1587 or other acceptable interface should be fully documented. | | | | | |
| C.1.2 | On-board interfaces should be combined into one display screen in order to increase the ease of use for the operator. | | | | | |
| C.1.3 | Integrate new readers/validators with the existing GFI Odyssey farebox or provide a stand-alone resolution with Ethernet port connection. | | | | | |
| C.1.4 | All data shall be the exclusive property of BCT and Palm Tran, and shall be immediately available. | | | | | |
| C.1.5 | The contractor should present and have approved, by Broward County Enterprise Technology Services (ETS) and Palm Beach County Information System Services (ISS) a network security plan that demonstrates due diligence in providing industry standard techniques for protecting the security of Broward and Palm Beach County's internal network from unauthorized access via the WAN and LAN systems. | | | | | |
| D.1 | Bulk data transfer at bus depots | | | | | |
| D.1.1 | The fare collection on-board system should be interfaced with the Bulk Data Transfer Support Software, to allow the system to exchange data over the wireless LAN. | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| D.1.2 | The system should allow files to be set up so that they will be automatically uploaded to vehicles when they connect with the wireless LAN, including a mechanism to avoid repeating an upload to a vehicle that has already previously received it as well as to determine once all vehicles have received the upload. | | | | | |
| D.1.3 | The system should automatically receive from vehicles once they connect to the wireless LAN any files they have ready for upload, including a mechanism to avoid repeating an upload from a vehicle that has already previously provided it. | | | | | |
| D.1.4 | A database should be maintained detailing which vehicles have received which data, software, and firmware updates. | | | | | |
| D.1.5 | The fare collection on-board system should automatically connect to and authenticate the bus depot wireless LAN once in the coverage area. | | | | | |
| D.1.6 | The mobile data computer should start bulk data transfer through the wireless LAN once the vehicle is authenticated. | | | | | |
| D.1.7 | The fare collection on-board systems software should automatically implement any on-board device software or firmware upgrades/patches or configuration data uploaded by the bulk data transfer server. A manual option should also be available. | | | | | |
| D.1.8 | The on board computer should upload the data fare payment transactions captured by the on-board systems over the wireless LAN on a daily basis. | | | | | |
| D.1.9 | The SMART Card data required by the Fare Collection system should be transferred to the vehicles over the wireless LAN. The bulk data transfer should permit all updates to occur without disrupting current operations. | | | | | |
| D.1.10 | The OCU/DCU data computer should provide an automated power off override feature in order to ensure complete download/upload of files before the vehicle shuts down. | | | | | |
| D.1.11 | The Contractor should evaluate the existing WLAN systems at both BCT and Palm Tran depots and if needed, with the individual approval of Broward County Enterprise technology Services (ETS) and Palm Beach | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| | County Information System Services (ISS) provide and implement with assistance from ETS and ISS any modifications or enhancements required to support the Bulk Data Transfer needs. | | | | | |
| D.1.12 | The Contractor should supply all functions, software, scripts, procedures, and training necessary for successful import of the BCT and Palm Tran SMART Card data into the on-board fare collection system so that BCT and Palm Tran can perform similar imports in the future without assistance from the Contractor. | | | | | |
| E.1 | Smartcard/ Near field Communication | | | | | |
| E.1.1 | Smartcard card processors shall be able to process every ticket type (i.e. stored value, store ride, passes and transfers. | | | | | |
| E.1.2 | Smart cards shall be processed by the smartcard processor within a minimum physical range of 2" from the processor antenna. | | | | | |
| E.1.3 | Each bus shall be equipped with a smart card processor. The processor shall be contactless/proximity type which provides a reader target which can process a card when the card is passed in the vicinity of the target. The processor must meet ADA requirements. | | | | | |
| E.1.4 | The smartcard processor shall perform all other functions of the magnetic ticketing processing unit without the media having to leave the patron's hand. | | | | | |
| F.1 | Mobile Ticketing/Payment without NFC | | | | | |
| F. 1.1 | Should describe their capabilities for accepting payments from Mobile devices that do not Have NFC capability. | | | | | |
| F.1.2 | Mobile Ticketing shall be secure and non-transferable. Proposers shall define the capabilities in ensuring the misuse of Mobile Ticketing | | | | | |
| F.1.3 | Payments shall be handled by the Central System. Proposer shall describe the mode of payments acceptable for fare payment (e.g. Credit Cards, Debit Cards... etc.) | | | | | |
| G.1. | Backup System | | | | | |
| G.1.2 | A separate backup Management System with redundancy shall be provided for a Data Center System for both hardware and software | | | | | |

| Item | Requirements | F | M | TP | U | Comments |
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| G.1.3 | The database backup and restore program should be easily accessed and uncomplicated. Allowing the agency to efficiently restore the entire database in the event of a system failure. | | | | | |

Document Glossary

4k Mifare DESFire : - **refers** to a contactless smart card that uses the Mifare chip manufactured by NXP Semiconductors. The DESFire is one of the latest evolutions of the Mifare family as it contains a memory chip, allowing a greater amount of data to be stored locally on the card itself as compared to previous Mifare cards.

Hotlist: - **is** also called a **blacklist** and refers to the list of cards that are no longer considered valid for use on the transit system for various reasons.

Driver Controller Units (DCUs) or Operator Controller Units (OCUs):- **is** a controller unit, or the on-board computer that the bus operator uses to select options such as fares, routes, transfers, special programs, as passengers board the buses. The DCU/OCU is typically connected to the fareboxes to record the number of transactions, type of transactions, any irregularities, etc.

Easy Card: - **is** a contactless 4k Mifare DESFire smart card that is ISO 14443 Type A-compliant and adheres to CFMS Parts 1-2. While the brand “Easy Card” is an MDT/SFRTA brand to refer to their transit smart card, the physical card is manufactured by ASK, contracted by MDT through their procurement process and compatible with MDT’s Cubic back office system. This RFP is building a solution to extend the Easy Card for regional branding and ease of use to Broward County and Palm Beach County riders.

E-Cash/Purse: - **is** an electronic purse that contains cash value that is stored and managed in the central system.

Integration layer: - **refers** to the component in an architecture that serves as the central messaging layer, communicating between internal and external components of the system.

ISO 14443 Type A: - compliant means it is capable of reading devices or cards that follow the ISO 14443 Type A industry standard. The same applies to **ISO 14443 Type-B** compliance.

Long range signal devices refer to devices that transmit data over long distances and can communicate with the readers over several meters in distance.

Point-of-Sale:- (POS) units refer to terminals that allow customers to purchase products. Smaller POS units can be deployed at partnering merchants. Larger units such as Ticket Vending Machines (TVMs) are installed at SFRTA/Tri-Rail and Metrorail locations.

Readers/Validators: - refer to devices that read fare media as they come within a pre-determined distance. Readers typically just read fare media and transmit data to another component within the system.

Validators are readers with the additional capability to validate whether the fare media used is valid or not. This typically entails a greater level of application logic that resides on the devices.

Short range signal devices: - refer to devices that transmit data over a very short distance. Typically used in public transit scenarios, short range devices communicate over distances such as several millimeters.

Stored value solution: - refers to architecture where the cash value and pass product is stored on the physical fare media used. An example of a stored value solution is MDT"s and SFRTA"s Easy Card implementation.

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VENDOR QUESTIONNAIRE FORM

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

If a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LEGAL BUSINESS NAME:
2. FEDERAL EMPLOYER I.D. NO. (FEIN):
3. DUN AND BRADSTREET NO.:
4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
5. WEBSITE ADDRESS (if applicable):
6. HEADQUARTER'S BUSINESS ADDRESS:
7. PRINCIPAL PLACE OF BUSINESS ADDRESS:
8. TELEPHONE NO.: FAX NO.:
9. TYPE OF BUSINESS (check appropriate box):
 - ☐ Corporation (Specify the State of Incorporation):
 - ☐ Sole Proprietor ☐ Limited Liability Corporation (LLC) ☐ Limited Partnership
 - ☐ General Partnership (State and County filed in)
 - ☐ Other – Specify
10. LIST FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS DOCUMENT NUMBER (OR REGISTRATION NUMBER IF FICTICIOUS NAME):
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:
 - a)
 - b)
 - c)
 - d)
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
 - Name: Title:
 - Telephone Number: Fax Number:

E-mail: Name: Title: Telephone Number: Fax Number: E-mail:

13. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. ☐ Yes ☐ No
14. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. ☐ Yes ☐ No
15. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. ☐ Yes ☐ No
16. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. ☐ Yes ☐ No
17. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☐ No
18. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. ☐ Yes ☐ No
19. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached a written response. ☐ Yes ☐ No
20. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. ☐ Yes ☐ No
☐ N/A
- Living Wage had an effect on the pricing.
 If yes, Living Wage increased the pricing by % or decreased the pricing by .

STANDARD CERTIFICATIONS

The completed and acknowledged certifications should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended, prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint venturers. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- ☐ The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended; and
- ☐ The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect

beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.

☐ The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Vendor Name:

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

☐ Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Vendor Name:

Lobbyist Registration Requirement Certification:

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- ☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- ☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Print Name of Lobbyist

Print Lobbyist's Firm

Print Name of Lobbyist

Print Lobbyist's Firm

Vendor Name:

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- ☐ Vendor certifies that this offer is made independently and free from collusion; or
- ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Vendor Name:

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- ☐ Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Vendor Name:

I hereby certify the information provided in the Vendor Questionnaire Form and Standard Certifications:

| | | |
|----------------------------|-------|------|
| | | |
| *AUTHORIZED SIGNATURE/NAME | TITLE | DATE |

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- ☐ There are no material cases for this Vendor; or
☐ Material Case(s) are disclosed below:

| | |
|---|---|
| Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm? | If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text"/> or No <input type="checkbox"/> |
| Party | Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/> |
| Case Number, Name, and Date Filed | <input type="text"/> |
| Name of Court or other tribunal | <input type="text"/> |
| Type of Case | Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> |
| Claim or Cause of Action and Brief description of each Count | <input type="text"/> |
| Brief description of the Subject Matter and Project Involved | <input type="text"/> |
| Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.) | Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Opposing Counsel | Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/> |

Vendor Name:

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- ☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

| Term or Condition Article / Section | Insert version of exception or specific proposed alternative language | Provide brief justification for change |
|--|--|---|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Vendor Name:

TIEBREAKER CRITERIA FORM: VOLUME OF WORK OVER FIVE YEARS

This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for this Tie Breaker criteria.

Volume of Work Previously Awarded to Each Firm - List all projects, including project number, with Broward County during the past five years (completed and active), with regard to the prime Vendor only. Volume of Work also includes Amendments, Purchase Orders, and Work Authorizations. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously awarded by the County over a five year period from the date of the submittal opening, will receive the Tie Breaker.

Report only amounts awarded as a prime Vendor including any Amendments, Purchase Orders, and Work Authorizations. If no work has been performed, show a Grand Total of \$0.

| Item No. | Project Title | Solicitation Number: Bid – Quote – RLI - RFP | Broward County Department or Division | Date Awarded | Awarded Dollar Amount |
|----------|---------------|--|---------------------------------------|--------------------|-----------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| | | | | Grand Total | |

Vendor Name:

Authorized Signature/ Name

Title

Date

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
REQUIREMENT CERTIFICATION FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The State of Florida, Executive Order 11-116, requires Broward County, as a party to any State funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Vendor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of County's request.

**AUTHORIZED SIGNATURE/
NAME**

TITLE

COMPANY

DATE

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

| | | | |
|----------------------------------|--------------|--------------------|-------------|
| | | | |
| Authorized Signature/Name | Title | Vendor Name | Date |

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form (s) in BidSync.

1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name

Title

Vendor Name

Date

VENDOR'S OPPORTUNITY LIST FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

This solicitation consists of federally assisted funds and federal law requires Broward County to maintain a database of all firms that are participating or attempting to participate in federally assisted contracts, sponsored Department of Transportation (D.O.T.).

The form should include the Vendor's information, as well as any prospective subcontractor/subconsultant that the Vendor contacted or who contacted the Vendor regarding this solicitation.

Prime Vendor Information

| | | |
|---|---|---|
| Federal Tax ID Number: <input style="width: 250px; height: 20px;" type="text"/> Firm Name: <input style="width: 250px; height: 20px;" type="text"/> Phone: <input style="width: 250px; height: 20px;" type="text"/> Address: <input style="width: 250px; height: 20px;" type="text"/> <input style="width: 250px; height: 20px;" type="text"/> <input style="width: 250px; height: 20px;" type="text"/> Year Firm Established: <input style="width: 50px; height: 20px;" type="text"/> <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE Type of work bid on: <input style="width: 250px; height: 20px;" type="text"/> <input style="width: 250px; height: 20px;" type="text"/> | 9. Annual Gross Receipts <input type="checkbox"/> Less than \$200,000 <input type="checkbox"/> \$200,001 - \$500,000 <input type="checkbox"/> \$500,001 - less than \$1 million <input type="checkbox"/> \$1 million - less than \$5 million <input type="checkbox"/> \$5 million - less than \$10 million <input type="checkbox"/> \$10 million - less than \$20 million <input type="checkbox"/> \$20 million - less than \$50 million <input type="checkbox"/> \$50 million - less than \$100 million <input type="checkbox"/> \$100 million - less than \$500 million <input type="checkbox"/> \$500 million - less than \$1 billion <input type="checkbox"/> Over \$1 billion | 10. Ethnic Categories <input type="checkbox"/> B (Black American) <input type="checkbox"/> H (Hispanic American) <input type="checkbox"/> NA(Native American) <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non- Minority Women <input type="checkbox"/> Other (i.e., not of any other group listed above) 11. Gender <input type="checkbox"/> Female <input type="checkbox"/> Male |
|---|---|---|

Please be specific in regard to

the type of work).

Contract Amount or Percentage

: or (\$):

Subcontractor/Subconsultant Information

Provide this information for any subcontractor/subconsultant who provided the Prime Vendor with a bid/quote/proposal to perform work on the project; or any subcontractor/subconsultant solicited by the Prime Vendor to provide a bid/quote/proposal. Provide additional forms for Subcontractor /Subconsultant Information as needed.

| | | |
|--|--|---|
| <p>Federal Tax ID Number: <input type="text"/></p> <p>Firm Name: <input type="text"/></p> <p>Phone: <input type="text"/></p> <p>Address: <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Year Firm Established: <input type="text"/></p> <p><input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p><input type="checkbox"/> Subcontractor</p> <p><input type="checkbox"/> Subconsultant</p> <p>Type of work bid on: <input type="text"/></p> <p>Please be specific in regard to the type of work).</p> | <p>9. Subcontract Amount/Percentage (%): <input type="text"/> or (\$): <input type="text"/></p> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million - less than \$5 million</p> <p><input type="checkbox"/> \$5 million - less than \$10 million</p> <p><input type="checkbox"/> \$10 million - less than \$20 million</p> <p><input type="checkbox"/> \$20 million - less than \$50 million</p> <p><input type="checkbox"/> \$50 million - less than \$100 million</p> <p><input type="checkbox"/> \$100 million - less than \$500 million</p> <p><input type="checkbox"/> \$500 million - less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p> | <p>11. Ethnic Categories</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> B (Black American)</p> <p><input type="checkbox"/> H (Hispanic American)</p> <p><input type="checkbox"/> NA(Native American)</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Other (i.e., not of any other group listed above)</p> <p>12. Gender</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p> |
| <p>Federal Tax ID Number: <input type="text"/></p> <p>Firm Name: <input type="text"/></p> <p>Phone: <input type="text"/></p> <p>Address: <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Year Firm Established: <input type="text"/></p> <p><input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p><input type="checkbox"/> Subcontractor</p> | <p>9. Subcontract Amount/Percentage (%): <input type="text"/> or (\$): <input type="text"/></p> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million - less than \$5 million</p> <p><input type="checkbox"/> \$5 million - less than \$10 million</p> <p><input type="checkbox"/> \$10 million - less than \$20 million</p> <p><input type="checkbox"/> \$20 million - less than \$50 million</p> <p><input type="checkbox"/> \$50 million - less than \$100 million</p> | <p>11. Ethnic Categories</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> B (Black American)</p> <p><input type="checkbox"/> H (Hispanic American)</p> <p><input type="checkbox"/> NA(Native American)</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Other (i.e., not of any other group listed above)</p> <p>12. Gender</p> |

☐ Subconsultant

Type of work bid on:

(Please be specific in regard to the type of work).

☐ \$100 million - less than \$500
million

☐ \$500 million - less than \$1 billion

☐ Over \$1 billion

☐ Female

☐ Male

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

| TYPE OF INSURANCE | MINIMUM LIABILITY LIMITS | | |
|--|--|--|--|
| | | Each Occurrence | Aggregate |
| COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other: | Bodily Injury Property Damage Combined single limit Bodily Injury & Property Damage Personal Injury | \$1 mil \$2 mil | |
| BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto <i>*May be waived if no driving will be done in performance of services.</i> | Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined single limit Bodily Injury & Property Damage | \$ 500 k | |
| EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i> | Follow form basis or Add'l insd endorsement is required | \$ | |
| <input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY | Chapter 440 FS (each accident) | STATUTORY \$ 500 k | U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water |
| <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O | (each accident) Extended reporting period | \$ 1 mil 2 years | |
| <input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County. | Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | | Completed Value form |
| <input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County. | Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | \$10 k | Completed Value form |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: BROWARD COUNTY IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY. REFERENCE: CAD AVL BCT | | | |
| CERTIFICATE HOLDER: Broward County and Palm Beach County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attention: Curt Johnson - BCT | | FRANCISCO VASQUEZ Digitally signed by FRANCISCO VASQUEZ DN: cn=FRANCISCO VASQUEZ, ou=Organization, BCT, RM, Users, dn=cy, broward, bc Date: 2014.02.28 09:28:24 -0500 Risk Management Division | |

Revised 2013

**Federal Transit Administration (FTA)
United States Department of Transportation (USDOT)
Funding Supplement**

**Broward County Board of
County Commissioners
TRANSPORTATION
DEPARTMENT –
TRANSIT DIVISION**

AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html. References to the Code of Federal Regulations (CFR) website are available at:
<http://www.gpoaccess.gov/cfr/index.html>.

DEFINITIONS

As used in this document, "Board" means the Broward County Board of County Commissioners. "Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact Dianne DeLyons Shuler, Compliance Manager, Broward County Transit Division, at 954-357-8481, or by email: dshuler@broward.org

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

- a) COUNTY 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 COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- b) 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.

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

- a) 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, 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, 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 CONTRACTOR to the extent the Federal Government deems appropriate.
- b) 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 CONTRACTOR, to the extent the Federal Government deems appropriate.
- c) 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.

3. 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 COUNTY and the 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. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, 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 Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS

- a) CONTRACTOR agrees to provide COUNTY, 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 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 Project Management Oversight ("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.

- b) In the event that COUNTY, 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, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.
- c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until COUNTY, 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).

6. CIVIL RIGHTS REQUIREMENTS

- a) 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, 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, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
 - (1) 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, 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. 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - (2) 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, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- c) 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.

7. 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 (DOT)
Financial Assistance Programs.

- b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.
- c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.
- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e) COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.
 - i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2. These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.**
<http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors. Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Application for Evaluation of Good Faith Effort (Exhibit 2): Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase

the likelihood of achieving the stated goal.

- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.
IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** shall remain at least at the percentage levels set forth therein.
- g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.
- i) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 3 – Monthly DBE Utilization Report**.
- j) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 4- Final Monthly DBE Utilization Report**.

- k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
- l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
- n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

- a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.
- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.
- c) CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

a. Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If CONTRACTOR is determined by COUNTY's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL

(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, 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 agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)**

13. BUY AMERICA

If this Contract exceeds \$100,000, the CONTRACTOR agrees to comply with 49 USC §5323(j) and 49 CFR 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 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 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 COUNTY the appropriate Buy America certification, **the certification form is attached as Exhibit 6**, with all bids or proposals 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.

14. RESOLUTION OF DISPUTES

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COUNTY Project Manager for the Contract. 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 COUNTY Contract Administrator. In connections 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 Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute – Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. LOBBYING

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 any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. A **Restrictions on Lobbying Certification is attached as Exhibit 7.**

16. CLEAN AIR

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS

If this Contract is valued at \$100,000 or more, 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.

- a) CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) 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.

18. BONDING REQUIREMENTS

CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

If this purchase order or Contract involves a construction project over \$2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

- (1) **Minimum wages.**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

COUNTY 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 the CONTRACTOR under this Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) a) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted

shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all Subcontractors. CONTRACTORS and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a Subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

d) The falsification of any of the above certifications may subject the CONTRACTOR or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The CONTRACTOR or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of COUNTY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees--

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (5) **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply

with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

- (6) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
 - (i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

- a) **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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) 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 (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), 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 (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c) **Withholding for unpaid wages and liquidated damages.** COUNTY 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 (b) of this section.
- d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

- a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:
 - 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333 (b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.
 - 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
 - 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal

assistance provided by FTA.

22. FLY AMERICA

CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8**). To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

25. PATENT AND RIGHTS IN DATA

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH
WORK.**

- a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:
- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
 - A) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
 - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.
 - C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of

proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.
 - G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
 - 4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
 - 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
 - 3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

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

- a) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the 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.

- b) 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.

27. CHARTER BUS

If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Officer certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

- b) Solicitation Specification Requirements. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- c) Federal Motor Vehicle Safety Standards (FMVSS). CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.

31. SEISMIC SAFETY

If this Contract pertains to the construction of new buildings or additions to existing buildings, CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11.**

33. NATIONAL ITS ARCHITECTURE

If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

EXHIBIT 1: Letter of Intent

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS
ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE
(ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)**

Solicitation Number: **Project Title:**

Bidder/Offeror Name:

Address: **City:** **State:** **Zip:**

Authorized Representative: **Phone:**

DBE/ACDBE Subcontractor/Supplier Name:

Check one: **Address:**

DBE City: **State:** **Zip:** **Phone:**

ACDBE Authorized Representative:

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm

| Description | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
|----------------------|----------------------|----------------------------|---|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013

EXHIBIT 2: Application for Evaluation of Good Faith Effort

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT PURSUANT TO TITLE 49 CFR PARTS
23 AND 26

SOLICITATION
NO.:

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME:

ADDRESS:

TELEPHONE:

FAX:

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE:

PRINT NAME/ TITLE: DATE:

OESBD Compliance Form DBE/ACDBE GFE 031413

EXHIBIT 3: Monthly DBE Utilization ReportReport No.

| | | |
|--|---|---|
| CONTRACT#: <input type="text"/> | CONTRACT AMT.: <input type="text"/> | DATE <input type="text"/> FORM <input type="text"/> SUBMITTED: <input type="text"/> |
| PROJECT TITLE: <input type="text"/> | | PROJECT COMPLETION DATE: <input type="text"/> |
| PRIME CONTRACTOR: <input type="text"/> | PERIOD ENDING: <input type="text"/> | AMT. PAID TO PRIME: <input type="text"/> |
| CONTACT PERSON: <input type="text"/> | TELEPHONE <input type="text"/> # <input type="text"/> | FAX <input type="text"/> # <input type="text"/> |

SUBCONTRACTING
INFORMATION
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL
BUSINESS DEVELOPMENT

| DBE Subcontractor | Address | Description of Work | Original Agreed Price | Revised Agreed Price | % of Work Completed To Date | Amt. Paid This Period | Amt. Paid To Date | Gender | | Ethnic Category | | | | | |
|----------------------------------|----------------------|----------------------|-----------------------|----------------------|-----------------------------|-----------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | | | | | | | | M | F | B | H | A | NA | W | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Amt. Paid to DBE Firms | | | | | | | <input type="text"/> | | | | | | | | |
| NON-DBE Subcontractor | Address | Description of Work | Original Agreed Price | Revised Agreed Price | % of Work Completed To Date | Amt. Paid This Period | Amt. Paid To Date | Gender | | Ethnic Category | | | | | |
| | | | | | | | | M | F | B | H | A | NA | W | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Amt. paid to Non-DBE Firms | | | | | | | <input type="text"/> | | | | | | | | |

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

| | | |
|--------------------------------|----------------------------|---------------------------|
| Signature <input type="text"/> | Title <input type="text"/> | Date <input type="text"/> |
|--------------------------------|----------------------------|---------------------------|

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development. OESBD Compliance Form DBEMUR 020113

EXHIBIT 4: Final DBE Utilization Report

Report No. _____ (To be submitted with the final invoice)

| | | | | |
|-------------------------|----------------------|--------------------------------|------------|------------------|
| CONTRACT#: _____ | CONTRACT AMT.: _____ | DATE _____ | FORM _____ | SUBMITTED: _____ |
| PROJECT TITLE: _____ | | PROJECT COMPLETION DATE: _____ | | |
| PRIME CONTRACTOR: _____ | PERIOD ENDING: _____ | AMT. PAID TO PRIME: _____ | | |
| CONTACT PERSON: _____ | TELEPHONE _____ | FAX _____ | | |

SUBCONTRACTING INFORMATION (All Payments made to DBE Firms must be reported on this form.)

| DBE Subcontractor | Address | Description of Work | Original Agreed Price | Revised Agreed Price | % of Work Completed To Date | Amt. Paid This Period | Amt. Paid To Date | Gender | | Ethnic Category | | | | | |
|----------------------------------|---------|---------------------|-----------------------|----------------------|-----------------------------|-----------------------|-------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | | | | | | | | M | F | B | H | A | NA | W | |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Amt. Paid to DBE Firms | | | | | | | _____ | | | | | | | | |
| NON-DBE Subcontractor | Address | Description of Work | Original Agreed Price | Revised Agreed Price | % of Work Completed To Date | Amt. Paid This Period | Amt. Paid To Date | Gender | | Ethnic Category | | | | | |
| | | | | | | | | M | F | B | H | A | NA | W | |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Amt. paid to Non-DBE Firms | | | | | | | _____ | | | | | | | | |

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

| | | |
|-----------------|-------------|------------|
| Signature _____ | Title _____ | Date _____ |
|-----------------|-------------|------------|

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development. OESBD Compliance Form DBEMUR 020113

EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification

**IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF
\$25,000 OR MORE, THIS PROCUREMENT IS A COVERED
TRANSACTION FOR PURPOSES OF 49 CFR PART 29.**

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 COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, 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.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 6: Buy America Certification

**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS
(INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES,
AND ROLLING STOCK) OVER \$100,000**

A. STEEL, IRON OR MANUFACTURED PRODUCTS

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the Bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the Bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 7: Restrictions On Lobbying Certification

For Procurements of \$100,000 or More

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 to 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—
, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying,"

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 section 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.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."^[1]

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR ASSOCIATED
EQUIPMENT OVER \$100,000**

Check one:

- ☐ The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- ☐ The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

**EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D,
Part 26**

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Transit Vehicle Manufacturer (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the
(Name of Firm)

requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal
year _____ and have been approved or not disapproved by the FTA.
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle
(Name of Firm)

to be supplied _____ has complied with the above- referenced
(Name of Manufacturer)

requirements of Section 26.49 of 49 CFR Part 26.

(Authorized Signature)

(Date)

Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____

The Federal Transit Administration (FTA) - mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

Question and Answers for Bid #R1231115P1 - Transit Fare Interoperability System

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.