

Solicitation TRN2115672P1

Automatic Passenger Counters

Bid Designation: Public



Broward County Board of County Commissioners

Bid TRN2115672P1 Automatic Passenger Counters

Bid Number TRN2115672P1
Bid Title Automatic Passenger Counters

Bid Start Date In Held
Bid End Date Mar 13, 2019 5:00:00 PM EDT
Question & Answer End Date Mar 8, 2019 5:00:00 PM EST

Bid Contact Bernadette Green
Purchasing Agent
954-357-5034
begreen@broward.org

Bid Contact Leahann Licata
954-357-6082
llicata@broward.org

Contract Duration **3 years**
Contract Renewal 2 annual renewals
Prices Good for **Not Applicable**
Pre-Bid Conference **Mar 1, 2019 3:00:00 PM EST**
Attendance is optional
Location: Broward County Government Center (West)
Breeze Conference Room
1 N. University Drive, Suite 3100A
Plantation, FL 33324

Attendance at the site visit/pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.

Bid Comments **Scope of Work:** Broward County is seeking a qualified firm to provide Automatic Passengers Counters for Broward County Transit Division and any other Agencies that may have need of these services and/or products.

Goal Participation: This solicitation is open to the general marketplace.

Price will be considered in final evaluation and ranking of qualified firms.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be

submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Item Response Form

Item **TRN2115672P1-01-01 - Automatic Passenger Counters Software**

Quantity **1 each**

Unit Price

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

No Location Specified

Qty 1

Description

Software Implementation Services for the Automatic Passenger Counter Software.

Item **TRN2115672P1-01-02 - Automatic Passenger Counter Hardware (Doors)**

Quantity **170 each**

Unit Price

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

No Location Specified

Qty 170

Description

For the hardware installation of Automatic Passenger Counters as per the Scope of Services.

Provide hardware installation for up to two (2) doors per bus.

Includes the hardware installation for up to two (2) doors on 140 buses as well as the additional 30 buses of unknown year/make/model listed in the Scope of Services.

Unit of measure is each set of two doors.

Item **TRN2115672P1-01-03 - Automatic Passenger Counter Hardware (Additional Door)**

Quantity **47 each**

Unit Price

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

No Location Specified

Qty 47

Description

Option for the additional hardware installation of an Automatic Passenger Counter on a third door per bus.

Includes the hardware installation for a third door on 17 buses as well as the additional 30 buses of unknown year/make/model listed in the Scope of Services.

Unit of measure is each.

Item **TRN2115672P1--01-04 - Automatic Passenger Counter Hardware (Wheelchair Ramp)**

Quantity **170 each**

Unit Price

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

No Location Specified

Qty 170

Description

Unit price per wheelchair ramp to provide and install Automatic Passenger Counters as per the scope of services.

Provide hardware and installation for one (1) wheelchair ramp per bus.

Includes the hardware installation of the Automatic Passenger Counter on one (1) wheelchair ramp on each of 140 buses as well as the additional 30 buses of unknown year/make/model listed in the Scope of Services.

Unit of measure is each.

Item **TRN2115672P1--01-05 - Automatic Passenger Counters Hardware (Bicycle Rack)**

Quantity **170 each**

Unit Price

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

No Location Specified

Qty 170

Description

Unit price per bicycle rack to provide and install Automatic Passenger Counters as per the scope of services.

Provide hardware and installation for one (1) bicycle rack per bus.

Includes the hardware installation of the Automatic Passenger Counter on one (1) bicycle rack on each of 140 buses as well as the additional 30 buses of unknown year/make/model listed in the Scope of Services.

Unit of measure is each.

Item **TRN2115672P1--01-06 - Maintenance and Support (First Renewal Term)**

Quantity **12 month**

Unit Price

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

No Location Specified

Qty 12

Description

Monthly fee for maintenance and support of APC System as per the Scope of Services.

Unit of measure is one month.

Item **TRN2115672P1--01-07 - Maintenance and Support (Second Renewal Term)**

Quantity **12 month**

Unit Price

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

No Location Specified

Qty 12

Description

Monthly fee for maintenance and support of APC System as per the Scope of Services.

Unit of measure is one month.

**SCOPE OF SERVICES
TRN2115672P1, Automatic Passenger Counters**

A. Objective:

Broward County Transit Division (BCT) is seeking proposals from experienced and qualified Contractors to install, maintain and support an Automatic Passenger Counting (APC) System. The APC system shall include all equipment (hardware and software) needed to collect ridership data, passenger miles travel and related reports for fixed and trip route services. Information collected will be used to assist BCT with service planning and improving on time performance service to its passenger. Data collected from the APC System shall be easily downloaded/uploaded from BCT buses. The goal is to maximize the County's APC System capabilities with the latest available technology in the Transit industry. The Contractor shall furnish all labor, installation, materials, equipment, personal, tools, supervision, training, testing, startup of system, transportation and other incidentals as required to perform required services on this contract.

The BCT fixed route fleet is comprised of 352 buses. BCT requires the installation of APCs on 140 buses as listed in the table below, with an option for an additional 30 buses of unknown year, make and model. The table below is subject to change based on the availability of buses due to business demands and any resulting changes shall be factored into the original cost of the vendor's proposal.

Year	Make/Model	Quantity
2012	NABI 42ft Hybrid	10
2013	NABI 40ft Hybrid	21
2013	NABI 40ft Diesel	28
2014	NABI 40ft Diesel	15
2014	NABI 40ft Hybrid	5
2015	NF 60ft Artic Diesel	17
2018	MCI 45ft Diesel	14
2018	Gillig 40ft LF Diesel	30
		140

B. General Services:

1. Contractor is responsible for electrical connections and startup of each unit to assure proper installation on up to three (3) doors per vehicle, one (1) on the wheelchair ramp, and one (1) on the bike rack.
2. Contractor must identify locations inside and outside of the vehicles for installing components with oversight and approval of BCT personnel assigned to this project.
3. Contractor is responsible for any damage done to any other devices, and to return the bus to its original state of function and appearance for service.
4. Contractor must supply a means to transfer data by manual methods using a portable data storage device such as a laptop or other form of manual data retrieval, as a backup.

C. Minimum Automatic Passenger Counting (APC) System Requirements:

Products offered by the Contractor shall include but is not limited to; analytical software allowing display, cross comparison and manipulation of data gathered through the APC System's and onboard GPS systems. The Automatic Passenger Counting System's will deliver reliable and verifiable data, which is critical to the success of BCT as well as for reporting ridership and passenger miles traveled data to the National Transit Database (NTD) as required by the Federal Transit Administration.

Automatic Passenger Counting System shall have the ability to interface with existing CAD/AVL. Vehicle installations are to be conducted at the BCT Garages during Monday thru Friday nights (9pm to 3am) and weekends. All APC equipment installed by the Contractor shall be comprised of new and unused components.

1. The automatic bus APC data-transfer equipment must not interfere with any other electronic equipment on the bus, or equipment that is communicating with the bus, or with electric equipment that is operated near the bus. The APC system MUST be capable of interfacing to an existing GPS Antenna, which might be shared with other on-board systems.
2. Data Transfer equipment must be installed at location(s) identified by BCT with oversight and approval of BCT's personnel assigned to this project. The equipment will enable complete automatic data transfer to be conducted during overnight service detail. The equipment must leverage current Wi-Fi inside the bus or upload automatically when the bus enters the yard.
3. The equipment must not require any human input or monitoring for its daily operation. The computer used for processing and analyzing APC data must be able to accept and process the manually transferred data. Further, the APC system must be capable of using a universal controller, Vehicle Logic Unit (VLU) to obtain the GPS data, so that data from all on-board systems is captured and stored in one location. Then, the unit will transmit the data via wireless technology specified. Data Transfer equipment MUST be installed at location(s) identified by BCT with oversight and approval of BCT's personnel assigned to this project. The equipment will enable complete automatic data transfer to be conducted during overnight service detail. A manual alternative MUST be available in case of the system failure. Cabling for networking workstations to permit access to the data is to be conducted with oversight and approval from BCT.

D. IT/Technical

1. The system must stand-alone with the ability to interface with BCT's existing Computer Aided Dispatch (CAD)/Automatic Vehicle Locator (AVL).
2. The system must be able to transfer data over WIFI with validation & reconciliation.
3. The system must have the ability to provide live information and provide quick information upload upon arriving at a Transit facility.
4. The system must have the ability to interface with County's fare collection system for reconciliation.

E. APC Maintenance and Support

1. The Contractor must provide maintenance and support for its hardware and software for the duration of the agreement.
2. The Contractor must provide training for system and hardware management by the Contractor.
3. The Contractor must provide monitoring of all components (on-board equipment), diagnostics and active notification as needed for data transfer for the duration of the contract for the County.
4. The system must not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission or other electronic equipment.
5. The Contractor is responsible for transferring hardware from one transit bus to another and validating that the equipment is functioning properly as part of the Maintenance and Support agreement.

F. Business Operations

1. The System must accurately count passengers to within 98% in accordance with industry standards as they Board & Alight, recording the data as a function of individual stops, routes and runs.
2. The system must provide canned, adhoc and custom reporting capabilities for different types of reports produced and the ability to independently produce additional custom standard, i.e. crystal reports or adhoc reports.
3. The system must have the ability to leverage on-board Wi-Fi for live in addition to batched data sync at County facilities
4. The system must have the ability to interface with 3rd party systems such as Giro-HASTUS, Genfare fare collection systems and ISR CAD/AVL for the purposes of sharing data between the systems and for consolidating reports.

G. On-Board Equipment

On-board equipment must consist of components that employ active infrared or other proven technology for counting and must have the following abilities:

1. Count passengers getting on (boarding) and off (alighting) at each door
2. Distinguish between an adult, child, service animal, and a non-human (only adults and children should be counted, not carts, luggage, bags, etc.)
3. Self-diagnose hardware
4. Count wheelchair and bicycle rack activity/capacity

H. Reporting Requirements

1. The APC must be able to calculate Unlinked Passenger Trips (UPT), Passenger Miles Travelled (PMT), and vehicle load/load factor by stop, route, run, block, pattern, and time of day.
2. Contractor must provide necessary information on National Transit Database (NTD) requirements for APC-based samples to be permitted for annual reporting, including:
 - a. APC Certification Plan
 - b. APC Benchmarking Plan
 - c. APC Maintenance Plan

3. The APC system MUST meet all current minimum accuracy requirements from the Federal Transit Administration (FTA) National Transit Database (NTD).
4. 5% total variance between manual counts and APC counts for system benchmarking
5. Less than 5% difference of manual vs. APC UPT
6. Less than 5% difference of manual vs APC PMT
7. The system MUST provide robust reporting capabilities for data QA/QC
8. The system MUST provide sample removal functionality and reporting that permits administrators to remove APC samples from data reports based on defined criteria. Example criteria include, large carryover loads, negative loads, low reliability, incomplete runs, zero entry, sensor malfunction, excessively late/early (user defined), missing start, end, or both, or trips fall within a certain date or time span.
9. The system must provide a route completion report that includes the number and percentage of weekday, Saturday, and Sunday trips sampled by an APC equipped vehicle by route(s) or system wide during a specified date range.
10. The APC system must be capable of creating random sampling plans designed to achieve statistical accuracy/reliability requirements. APC can report on the adherence of a sampling plan.
11. The APC system must be capable of reporting and identifying faulty and malfunctioning sensors.
12. The system must provide a Daily process report on the status of APC data upload to the system/server.
13. The system must provide an annual passenger data report that summarizes key NTD service statistics including UPT, PMT, and average trip length by transit mode.
14. The system must provide a Ridership report (UPT) by route direction, pattern, or segment filtered by time of day, service/day type and date span. This report must be capable of using trip samples to project statistically accurate ridership counts.
15. The system must provide a stop by stop ridership (UPT) by route or system wide filtered by time of day, service/day type and date span including an option to only show time points. This report must be capable of using trip samples to project statistically accurate ridership counts
16. The system must provide a Trip Report including: load factor, boardings, alightings, runtime, distance, passengers per mile, passenger miles, and maximum load point by route, direction, route pattern and stop by stop.
17. The system must provide a Ridership averages (UPT) for routes filtered by day/service type, time, direction, and date span.
18. The system must provide a Ridership and Route Productivity report that provides ridership, peak load factor, passengers per revenue hour, passengers per revenue mile.
19. The system must provide a Schedule Adherence report by route or block with the option to exclude selected time points and manually define OTP thresholds filtered by service/day type, time, and date span.
20. The system must provide a Stop By Stop Detail report that provides a detailed output for each trip and stop sampled by APC that includes actual time, scheduled time, dwell time, arrival load, boardings and alightings, leave load, wheelchair ramp reporting, bicycle ramp reporting, stop ID, and stop description report. The report

must be able to be generated by route, and filtered by day/service type, time, and date span.

21. The system must provide the ability to extract data at multi-route stops for both total and individual route boardings and alightings.
22. The system must provide a Wheelchair report that provides summaries and averages for wheelchair use at stops along a route filtered by day/service type, time, and date span.
23. The system must provide a Bicycle Rack report that provides summaries and averages for bicycle use at stops along a route filtered by day/service type, time, and date span.
24. The system must track and provide wheelchair and bike rack deployment.

I. Reporting System Requirements

1. The system must have the ability to generate reports across transit picks/bookings without having to merge files in post processing.
2. The system must have the ability to generate reports that combine all route variants automatically without having to merge files in post processing.
3. The system must have the ability to interface with and permit data transfer to Giro HASTUS RIDER and ATP modules as well as TransTrack Manager Dashboard for non-users (i.e. Senior Leadership, etc.)

J. Training:

The Contractor must provide training materials and training classes to BCT staff as needed. The Contractor MUST be available to support Data Analysis and Report Generation for a period of six (6) months from the date of final acceptance. Upon start up, the Contractor must validate the accuracy of data being collected per the requirements outlined.

K. Project Management Services

1. The Contractor must provide an on-site Project Manager until final acceptance by the County. The Contractor MUST include an implementation plan/timeline in the RFP response. The Contractor must provide all necessary Project Management services to complete the project including, but not limited to:
 - a. Resource management
 - b. Schedule management
 - c. Risk, issues and mitigation management
 - d. Budgeting
 - e. Change management
2. The Contractor must provide clearly defined deliverables and the date to be delivered, listed and broken down by deliverable price.
3. The defined pilot phase must include, at a minimum:
 - a. Deliverables broken down by cost and effort
 - b. Defined and explicit pilot acceptance criteria
 - c. Description of which buses will be included in the pilot requested by BCT
 - d. Plan and discussion of future bus purchase installations
4. County and Contractor roles and responsibilities matrix

Standard Instructions to Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

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.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

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 Vendor is 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**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form 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.

2. 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 Vendor is non-responsive.

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

1. **Litigation History**

- a. 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. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified on the **Litigation History Form**.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- 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**

- 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.

If tax returns are submitted, ensure it does not include any personal information (as defined

under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years 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**, Confidential Material/ Public Records and Exemptions 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 (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. 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 the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- 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 a 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 is 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.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.

- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. 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.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

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. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, 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 Information Form** and submit as instructed.

D. 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.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as

disclosed in the solicitation.

4. 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.
5. 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.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)} \times \text{(Maximum Number of Points for Price)}}{\text{Price Score}}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. 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, flash drive or a combination of both) should be given to the Purchasing Agent at the demonstration meeting to retain in the Purchasing files.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) 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.

H. 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.

I. 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 Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

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 highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

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 Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.

3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

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 prohibited 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 Vendor's 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 is 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 solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes 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 a 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 for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals 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 for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals 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

The County intends 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.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Special Instructions to Vendors Automatic Passenger Counters

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.

Additional Responsiveness Criteria:

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

1. Pricing Sheet(s)
Refer to Item Response Form. Form must be completed and submitted at the time of solicitation due date in order to be responsive to solicitation requirements.
2. Buy American 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.

Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to 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 Goals: 0 % DBE Goals. Vendors must follow the instructions included in the **Federal Transit Administration Funding Supplement Requirements and Certifications** section and submit all required forms and information as instructed.
2. | Vendor's Opportunity List Requirement (Federal Funding)
Refer to **Vendor's Opportunity List Requirement Form** and submit as instructed. |
3. **Vendor must complete and submit the Vendor Security Questionnaire (VSQ)**
The Vendor Security Questionnaire's (VSQ) purpose is to assess the Vendor's security policies and/or system protocol and to identify any security vulnerabilities. Each responding vendor will be required to complete and submit the VSQ (for applicable solution – services, hardware, and/or software). If not included with the proposal submittal at the time of the solicitation opening deadline, the proposing vendor will be required to complete and submit the VSQ within three business days of County's request. 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 County will review Vendor's VSQ response and any security concerns will be addressed during Selection Committee Meetings or negotiations. Unresolved security concerns shall be considered by the Committee as part of its final evaluation and may lead to impasse during negotiations. Refer to the **Vendor Security Questionnaire** form for submittal requirements.

Standard Agreement Language Requirements:

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

If locally installed is proposed, then (1) BCF 305 and (2) ETS Security Requirements:

<http://www.broward.org/Purchasing/Documents/bcf305.pdf>

AND

[ETS Security Requirements](#)

(See ETS Security Requirements document contained in this solicitation)

If Software as a Service (SAAS) is proposed, then (1) BCF 304, (2) SLA, and (3) ETS:

<http://www.broward.org/purchasing/documents/softwareasaserviceagreement.pdf>

AND

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

AND

[ETS Security Requirements](#)

(See ETS Security Requirements document contained in this solicitation)

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

Demonstrations:

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

Presentations:

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

Public Art and Design Program:

Not applicable to this solicitation.

Procurement Authority:

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

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

| Federal Transit Administration (FTA) |

Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **To be determined.**

Final Evaluation Meeting (Sunshine Meeting): **To be determined.**

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

Project Manager Information:

Project Manager: Jackie Fernandez

Email: jafernandez@broward.org

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

In Standard Instructions for Vendors, the following are eliminated and removed from this solicitation:

N. State and Local Preferences

O. Local Preference

P. Tiebreaker Criteria, 1. Local Vendor Certification Form (Preference and Tiebreaker)
and 2. Domestic Partnership Act Certification (Requirement and Tiebreaker)

ETS Security Requirements

Title:	Automatic Passenger Counters
--------	------------------------------

Contractor must comply with the stated requirements for each item checked (

Security and Access. Any access by Contractor to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Contractor. Contractor will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Contractor's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Contractor).

Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data processed, transmitted or stored in the System is not accessed, transmitted or stored outside the continental United States. Contractor may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed Services; Professional Services; Third-Party Vendors. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed Services to County under the Agreement or who had access to County data, and Contractor must ensure such employees' access to County data and network is promptly disabled. Contractor must ensure all Vendor's employees with access to County's network via an Active Directory account comply with all applicable County policies and procedures when accessing County's network. Contractor shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Contractor, including but not limited to servers or fail-over servers where County data or files exist or are housed, Contractor shall report to County within twenty-four (24) hours of becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days

after the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County data or County applications. Contractor shall not release County data or copies of County data without the advance written consent of County.

Remote Access. Any remote access by Contractor must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong pass-phrases. For any device Contractor utilizes to remotely connect to County's network, Contractor shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Contractor's complete control or under the complete control of a user or third party authorized in advance by County in writing. Contractor shall not use an open, unencrypted third party provided public WiFi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. Should Contractor exceed the scope of remote access necessary to provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Contractor's access to County's network immediately without notice. Contractor must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Contractor's internal network from unauthorized access and disclosure.

System and Organization Controls (SOC) Report. Prior to the commencement of any services, at least once annually, and upon request for the duration of the Agreement, Vendor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for the Vendor, as well as any third party that provides hosting, SaaS, or data storage services for the Vendor platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Vendor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Vendor shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

Software Installed in County's Network. Contractor shall advise County of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Contractor shall support updates for critical vulnerabilities discovered in applicable third party software. Contractor shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Contractor must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Contractor must mitigate critical or high risk vulnerabilities to the Contractor Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor

must notify County of proposed mitigation steps to be taken and timeline for resolution. Contractor shall ensure the Software provides for role-based access controls and runs with least privilege access. Contractor shall support electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website. Contractor shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end of life date and the Software must run as least privilege without using fixed or default passwords. Contractor shall regularly provide County with end-of-life-schedules for all applicable Software. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Contractor will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

Equipment Leased or Purchased from Contractor. Contractor shall ensure that physical security features to prevent tampering are included in any Equipment provided under this Agreement. Contractor shall ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator. Contractor shall disclose any default accounts or backdoors that exist for access to County's network. If a new critical or high security vulnerability is identified, Contractor shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of vulnerability and shall notify County of proposed mitigation steps taken. Provider must develop and maintain hardware to interface with County-supported and approved operating systems and firmware versions. If a Contractor shall make available, upon County's request, any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140). The Equipment must not be within three (3) years from Equipment's end of life date. Contractor shall regularly provide County with end-of-life-schedules for all applicable Equipment. Contractor shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original equipment manufacturer's website.

Payment Card Industry (PCI) Compliance. If and to the extent the Provider Platform accepts, transmits or stores any credit cardholder data County or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), the following provisions shall apply: Provider shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"). Prior to the Effective Date, after any significant change to the CDE, and annually Provider shall provide to County: A copy of their Annual PCI DSS Attestation of Compliance ("AOC"); A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the County, or to the extent that the service provider could impact the security of the county's cardholder data environment. A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with the County. Provider shall follow the VISA Cardholder Information Security Program ("CISP")

payment Application Best Practices and Audit Procedures and maintain current validation. If Provider subcontracts or in any way outsources the CDE processing, or provides an API which redirects or transmits County Data to a payment gateway, Provider is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to the County. Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program (“CISP”) or OWASP for secure coding and transmission of payment card data. Provider agrees that it is responsible for the security of the County’s cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. Provider will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Provider’s notification to County be later than seven (7) calendar days after Provider learns it is no longer PCI DSS compliant. Provider shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8) Provider shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9) Provider shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into the County’s environment with access to any stored credit card data. (PCI 8.3) Provider shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI 10.5.5) All inbound and outbound connections to County’s CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

Evaluation Criteria Response Form

The completed Evaluation Criteria Response Form should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation or deem vendor non-responsible.

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDS SYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	TRN2115672P1 - Automated Passenger Counters
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
<p>1. Ability of Professional Personnel: Describe the qualifications and relevant experience of the Project Manager and the project team that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project. TOTAL POINTS: 35 1a - Provide an organizational chart indicating the members of the proposed project team and Technical Support Staff. 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 *Required</p>	
<p>1b - Provide for each of the following: 1. Percentage of subcontracting work associated with project 2. Location of all spare parts depots and supporting engineers 3. Have there been any recent changes in ownership or leadership? 4. Are there any plans for merger, consolidation or buyout? If so, what succession plan is in place for a smooth transition? 5. How long has your firm provided such solutions/services required by this RFP? 6. Annual turnover rate of technical resources supporting this solution. 5 points *Required</p>	

<p>1c. Technical Support Staff: Number of personnel, personnel degree of expertise in specific solution.</p> <p>5 points *Required</p>	
<p>1d. 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.</p> <p>5 points *Required</p>	
<p>1e. Describe the structure of the overall implementation. Provide the Project Manager and each key team member the following information:</p> <ol style="list-style-type: none">1. 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 implementation support for completion of the project.)2. Number of years working as an employee of your firm3. Number of years working as a Project Manager/team member in implementing the system(s) proposed <p>15 points *Required</p>	

<p>2. Project Approach Describe the prime Vendor's approach to the project. Include how the prime Vendor will use subconsultants in the project. TOTAL POINTS: 25 2a. Describe the qualifications and structure of your overall implementation team's abilities, and cross training, in the event a key team member becomes unavailable to complete the project. 10 points *Required</p>	
<p>2b. 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' in Exhibits 1 and 2. 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". 15 points *Required</p>	

3. Past Performance

Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners' contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

TOTAL POINTS: 15

3a. Describe work experience of the system provider(s), in current or past projects on board a bus fleet, which are similar to the proposed Mobile Ticketing 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:

1. Interfaced your Mobile Ticketing solution with fare payment systems implemented by other transit agencies.
2. Implemented a Mobile Ticketing system with integrated components that have a proven reliability and sustainability, which accepts EASY cards and other forms of payment methods. Successfully interfacing with all hardware and software.
3. 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.
4. 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 compliant history.

10 points

***Required**

<p>3b. Describe experience with/or demonstrate serving Mobile Ticketing functions on the same hardware platform.</p> <p>5 points</p> <p>*Required</p>	
<p>4. Demonstration</p> <p>Vendor shall demonstrate the nature of their offered solution. Refer to Standard Instructions for Vendors and Demonstration Script document.</p> <p>5 points</p> <p>*Required</p>	

5. Pricing

Total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times 25 = \text{Price Score.}$$

Additional Instructions: Vendors must fill out and submit **Pricing Sheets**. It is the responsibility of the Vendor to complete the **Pricing Sheets** for this solicitation. The Price Sheet is a matter of **RESPONSIVENESS**. Failure of the Vendor to complete and submit the Price Sheet **SHALL** determine the Vendor to be **NONRESPONSIVE** to the solicitation. All blank areas of the Price Sheet **MUST** be filled in with a dollar figure. If it is the intent of the Vendor to perform or provide any services or commodities referenced on the Price Sheet at no cost to the County, then \$0.00 (zero) dollars **MUST** be referenced in the appropriate field. In the event that the Vendor intends not to submit a price for a particular line item, the Vendor **MUST** indicate "**NO BID**" in the appropriate field (Notes for Buyer).

In the event that pricing is required for multiple years, pricing for each year **MUST** be completed by the Vendor.

The Vendor **SHALL** use the County's Price Sheet provided in the solicitation document. Failure by the Vendor to use the required Price Sheet **SHALL** determine the Vendor to be nonresponsive.

DO NOT USE "N/A", "—" OR ANY OTHER SYMBOLS ON THE PRICE SHEET. IT IS THE RESPONSIBILITY OF THE VENDOR TO ASK QUESTIONS OR SEEK CLARIFICATION REGARDING THE PRICE SHEET SUBMITTAL PRIOR TO THE SOLICITATION'S DUE DATE.

THE COUNTY WILL NOT SEEK CLARIFICATION ON ANY PRICE SHEET SUBMITTAL.

20 points

***Required**

Please submit price information into BidSync.

Vendor Questionnaire Form

The completed Vendor Questionnaire Form and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		TRN2115672P1
Title :		Automated Passenger Counters
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	
	If Corporation, Specify the State of Incorporation	

Broward County Board of
County Commissioners

Bid TRN2115672P1

	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. 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 written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
16. 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 written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
18. 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 written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
19. 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 written response, including contact information for owner and surety.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	

20. 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 written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
22. 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. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%. _____ % or decreased the pricing by _____ %.	Click response	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
	If Yes, provide detailed response	

Broward County Board of
County Commissioners

Bid TRN2115672P1

**REQUEST FOR PURCHASE (RFP) TRN2115672P1
Automatic Passenger Counters
Vendor's Software Functionality Checklist**

In the Functionality Checklist for Automatic Passenger Counters (APC), please indicate a Yes or No answer to each question posed of your APC.

Vendor: <input type="text"/> Software Name: <input type="text"/>				
The vendor supplied software should demonstrate the functional requirements on the following:				
Item#	Demonstrate	(YES)	(NO)	Comments
1	Is this a standalone system?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Does this system interface with CAD/AVL?	<input type="checkbox"/>	<input type="checkbox"/>	
3	Can data transfer be done over Wi-Fi and cellular with validation and reconciliation?	<input type="checkbox"/>	<input type="checkbox"/>	
4	Does this system have the ability for the APC to interface with the County's fare collection system?	<input type="checkbox"/>	<input type="checkbox"/>	
5	Does the system have the ability to provide live information and quick information upload?	<input type="checkbox"/>	<input type="checkbox"/>	
6	Can the APC interface to an existing GPS Antenna?	<input type="checkbox"/>	<input type="checkbox"/>	
7	Does the system have the ability to interface with / permit data transfer to GIRO Hastus including RIDER and ATP modules as well as TransTrack Manager Dashboard for non-users (i.e. Senior Leadership, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
8	Can the hardware self-diagnose to identify faulty or malfunctioning sensors?	<input type="checkbox"/>	<input type="checkbox"/>	
9	Does the system accurately count passengers to 98% in accordance with industry standards as they Board/Off-board and alight and that the data is recorded as a function of individual stops, routes, and runs. Provide clarification on whether the significance measures the accuracy, reliability, or the confidence level in the sampling?	<input type="checkbox"/>	<input type="checkbox"/>	
10	Can passengers be counted getting on and off at each door of the transit vehicle?	<input type="checkbox"/>	<input type="checkbox"/>	
11	Does the system distinguish between an adult, child, and a non-human (service animal, carts, luggage, bags, etc. should not be counted)?	<input type="checkbox"/>	<input type="checkbox"/>	
12	Does the system count wheelchair, bicycle rack, and lift-deployment activity/capacity on the transit vehicle?	<input type="checkbox"/>	<input type="checkbox"/>	
13	Does the system calculate Unlinked Passenger Trips (UPT), Passenger Miles Travelled (PMT), and vehicle load/factor by stop, route, run, block, pattern, trip, trip-segment, time of day, and day type. Provide clarification of whether the system can extrapolate 100% counts from a smaller sample. If so, what is the accuracy on a route/stop level. Provide clarification on what is required of the operator versus the APC equipment to meet random sampling requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does the system have the ability to extract data at multi-route stops for both totals and individual route boardings and alightings?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Does the system have the ability to generate reports across transit picks/bookings without having to merge files in post processing and to distinguish between day types?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does the system have the ability to generate reports that combine all route variants automatically without having to merge files in post processing?	<input type="checkbox"/>	<input type="checkbox"/>	
17	Can all reports be exported in CSV, Excel, Word, and PDF format?	<input type="checkbox"/>	<input type="checkbox"/>	

Broward County Board of
County Commissioners

Bid TRN2115672P1

18	Does the system demonstrate a random selection of one-way trips by day/type for each pick?	<input type="checkbox"/>	<input type="checkbox"/>	
19	Does the system demonstrate a blank stop by stop ride/check form for selected random trips?	<input type="checkbox"/>	<input type="checkbox"/>	
20	<p>Does the system have canned, adhoc and customer reporting capabilities for different types of reports produced and the ability to independently produce additional custom standard i.e. crystal reports or adhoc reports; including the following:</p> <ul style="list-style-type: none"> • Sample removal functionality and report that permits administrators to remove APC samples from data reports based on defined criteria and/or automatic sample trip rejection on defined criteria • Route completion report which provides the number and percentage of weekday, Saturday, and Sunday trips sampled by route or systemwide during a specified data range • Daily process report on the status of APC data upload to the system/server • NTD annual passenger data report that summarizes key NTD service statistics including UPT, PMT, and average trip length by transit mode • Random trip generator report for NTD passenger mile estimation (annual average trip length x ridership) sampled systemwide by type of day along with a ride check form for each corresponding sampled generated trip • Ridership report by route, direction, pattern, or segment filtered by time of day, service/day type and data span • Stop by stop ridership by route or system wide filtered by time of day, service/day type and data span including an option to only show time points • Trip/trips report including: load factor, boardings, alightings, runtime, distance, passengers per mile, passengers per hour, passenger miles, and maximum load point by route, direction, route pattern, stop by stop, time of day, service/day type, and date span • Ridership and Route Productivity report provides ridership, peak load factor, passengers per revenue hour, passengers per revenue mile • Schedule Adherence report (dashboards and graphical display) by route, direction, route pattern, trip, trip segment, and block with the option to exclude selected time points and manually define OTP thresholds filtered by service/day type, time, and date span • Stop By Stop Detail report provides a detailed output for each trip and stop sampled by APC that includes actual time, scheduled time, dwell time, arrival load, ons, offs, leave load, wheelchair ramp reporting, bicycle ramp reporting, stop ID; and stop description report can be generated by route, and filtered by day/service type, time of day, and date span • Wheelchair report provides summaries and averages for wheelchair use at stops along a route filtered by day/service type, time, and date span • Bicycle Rack report provides summaries and averages for bicycle use at stops along a route filtered by day/service type, time, and date span 	<input type="checkbox"/>	<input type="checkbox"/>	
21	Can the system record a typical trip, boarding/alighting?	<input type="checkbox"/>	<input type="checkbox"/>	
22	Does the system have capabilities to handle all data flow communications from the buses to the backend and vice versa?	<input type="checkbox"/>	<input type="checkbox"/>	
23	Does the system have hardware, software and connectivity required for the back office?	<input type="checkbox"/>	<input type="checkbox"/>	
24	Does the system have the ability of system administrators to define security policies?	<input type="checkbox"/>	<input type="checkbox"/>	
25	Does the system have the ability to monitor the status of all components (on-board equipment) and the capability to review and modify application system configuration and parameters?	<input type="checkbox"/>	<input type="checkbox"/>	
26	Does the system have a maximum amount of data storage on the vehicle and ability to retrieve, analyze, display and print data?	<input type="checkbox"/>	<input type="checkbox"/>	
27	Does the system have customer web portal features?	<input type="checkbox"/>	<input type="checkbox"/>	
28	Is there a difference between on-site vs hosted solution?	<input type="checkbox"/>	<input type="checkbox"/>	
29	Does the system have the capability of live/real-time data?	<input type="checkbox"/>	<input type="checkbox"/>	
30	Can the system interface with CAD/AVL?	<input type="checkbox"/>	<input type="checkbox"/>	

Broward County Board of
County Commissioners

Bid TRN2115672P1

31	Does the system have both on premise and cloud hosted options with a focus on performance?	<input type="checkbox"/>	<input type="checkbox"/>	
32	Does the system have Active Directory integration?	<input type="checkbox"/>	<input type="checkbox"/>	
33	Is there a maintenance and support plan with a roadmap for product upgrades?	<input type="checkbox"/>	<input type="checkbox"/>	
34	Is there a full fleet implementation/timeline plan?	<input type="checkbox"/>	<input type="checkbox"/>	
35	Is there a system installation plan?	<input type="checkbox"/>	<input type="checkbox"/>	
36	Does your system only use supported third-party hardware and third-party software components?	<input type="checkbox"/>	<input type="checkbox"/>	
37	Is there a plan to continue using supported third-party hardware and third-party software?	<input type="checkbox"/>	<input type="checkbox"/>	
38	Can you deliver a configurable system without customization for Broward County?	<input type="checkbox"/>	<input type="checkbox"/>	
39	Is there a detailed systems architectural diagram of your solution?	<input type="checkbox"/>	<input type="checkbox"/>	
40	Do you have the ability to deliver your solution to a diverse fleet of makes and models?	<input type="checkbox"/>	<input type="checkbox"/>	

Broward County Board of
County Commissioners

Bid TRN2115672P1

**REQUEST FOR PURCHASE (RFP) TRN2115672P1
Automatic Passenger Counters
Demonstration Script**

For use at the Demonstration Meeting.

Vendor: _____ Software Name: _____			
The vendor supplied software should demonstrate the functional requirements on the following:			
Item#	Demonstrate	(YES)	(NO)
1	Demonstrate that this a standalone system		
2	Demonstrate that this system can interface with CAD/AVL		
3	Demonstrate data transfer can be done over Wi-Fi and cellular with validation and reconciliation		
4	Demonstrate the ability for the APC to interface with the County's fare collection system		
5	Demonstrate ability to provide live information and quick information upload		
6	Demonstrate that the APC can interface to an existing GPS Antenna		
7	Demonstrate the ability to interface with / permit data transfer to GIRO Hastus including RIDER and ATP modules as well as TransTrack Manager Dashboard for non-users (i.e. Senior Leadership, etc.)		
8	Demonstrate that hardware can self-diagnose to identify faulty or malfunctioning sensors		
9	Demonstrate ability to accurately count passengers to 98% in accordance with industry standards as they Board/Off-board and alight and that the data is recorded as a function of individual stops, routes, and runs. Provide clarification on whether the significance measures the accuracy, reliability, or the confidence level in the sampling.		
10	Demonstrate that passengers can be counted getting on and off at each door of the transit vehicle		
11	Demonstrate that the system can distinguish between an adult, child, and a non-human (service animal, carts, luggage, bags, etc. should not be counted)		
12	Demonstrate that the system can count wheelchair, bicycle rack, and lift-deployment activity/capacity on the transit vehicle		
13	Demonstrate that the system can calculate Unlinked Passenger Trips (UPT), Passenger Miles Travelled (PMT), and vehicle load/factor by stop, route, run, block, pattern, trip, trip-segment, time of day, and day type. Provide clarification of whether the system can extrapolate 100% counts from a smaller sample. If so, what is the accuracy on a route/stop level. Provide clarification on what is required of the operator versus the APC equipment to meet random sampling requirements.		
14	Demonstrate the ability to extract data at multi-route stops for both totals and individual route boardings and alightings		
15	Demonstrate the ability to generate reports across transit picks/bookings without having to merge files in post processing and to distinguish between day types		
16	Demonstrate the ability to generate reports that combine all route variants automatically without having to merge files in post processing		
17	Demonstrate that all reports can be exported in CSV, Excel, Word, and PDF format		
18	Demonstration a random selection of one-way trips by day/type for each pick		
19	Demonstrate a blank stop by stop ridecheck form for selected random trips		

Broward County Board of
County Commissioners

Bid TRN2115672P1

20	<p>Demonstrate canned, adhoc and customer reporting capabilities for different types of reports produced and the ability to independently produce additional custom standard i.e. crystal reports or adhoc reports; including the following:</p> <ul style="list-style-type: none"> • Sample removal functionality and report that permits administrators to remove APC samples from data reports based on defined criteria and/or automatic sample trip rejection on defined criteria • Route completion report which provides the number and percentage of weekday, Saturday, and Sunday trips sampled by route or systemwide during a specified data range • Daily process report on the status of APC data upload to the system/server • NTD annual passenger data report that summarizes key NTD service statistics including UPT, PMT, and average trip length by transit mode • Random trip generator report for NTD passenger mile estimation (annual average trip length x ridership) sampled systemwide by type of day along with a ride check form for each corresponding sampled generated trip • Ridership report by route, direction, pattern, or segment filtered by time of day, service/day type and data span • Stop by stop ridership by route or system wide filtered by time of day, service/day type and data span including an option to only show time points • Trip/trips report including: load factor, boardings, alightings, runtime, distance, passengers per mile, passengers per hour, passenger miles, and maximum load point by route, direction, route pattern, stop by stop, time of day, service/day type, and date span • Ridership and Route Productivity report provides ridership, peak load factor, passengers per revenue hour, passengers per revenue mile • Schedule Adherence report (dashboards and graphical display) by route, direction, route pattern, trip, trip segment, and block with the option to exclude selected time points and manually define OTP thresholds filtered by service/day type, time, and date span • Stop By Stop Detail report provides a detailed output for each trip and stop sampled by APC that includes actual time, scheduled time, dwell time, arrival load, ons, offs, leave load, wheelchair ramp reporting, bicycle ramp reporting, stop ID; and stop description report can be generated by route, and filtered by day/service type, time of day, and date span • Wheelchair report provides summaries and averages for wheelchair use at stops along a route filtered by day/service type, time, and date span • Bicycle Rack report provides summaries and averages for bicycle use at stops along a route filtered by day/service type, time, and date span 		
21	Demonstrate what is recorded in a typical trip, boarding/alighting		
22	Demonstrate the system capabilities to handle all data flow communications from the buses to the backend and vice versa (hosted and on Premises)		
23	Demonstrate hardware, software and connectivity required for the back office		
24	Demonstrate the ability of system administrators to define security policies		
25	Demonstrate the ability to monitor the status of all components (on-board equipment) and the capability to review and modify application system configuration and parameters		
26	Demonstrate the maximum amount of data storage on the vehicle and ability to retrieve, analyze, display and print data.		
27	Demonstrate features of the customer web portal		
28	Demonstrate the difference between on-site vs hosted solution		
29	Demonstrate the capability of live/real-time data		
30	Demonstrate that this system can interface with CAD/AVL		
31	Demonstrate both on premise and cloud hosted options with a focus on performance		
32	Demonstrate Active Directory integration		
33	Demonstrate your maintenance and support plan with your roadmap for product upgrades		
34	Demonstrate your full fleet implementation/timeline plan		
35	Demonstrate your system installation plan		
36	Demonstrate your system only uses supported third-party hardware and third-party software components		
37	Demonstrate your plan to continue using supported third-party hardware and third-party software		
38	Demonstrate your ability to deliver a configurable system without customization for Broward County		
39	Demonstrate a detailed systems architectural diagram of your solution		
40	Demonstrate your ability to deliver your solution to a diverse fleet of makes and models		

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification 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. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
 - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
 - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

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	\$1 Mil	\$2 Mil
	Personal Injury		
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 Insurance May Be waived if no driving will be done in performance of services	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
(X) PROFESSIONAL LIABILITY	(each accident)	\$1 mil	
	Extended reporting Period	2 years	
<input type="checkbox"/> Cyber Liability Insurance	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR	\$ 1Mil	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY AND THE BUSINESS AUTOMOBILE LIABILITY POLICIES Waiver of subrogation in favor of the Certificate Holder applies to general liability, automobile liability and workers compensation
REFERENCE: Automatic Passenger Counters for Transit

CERTIFICATE HOLDER:
Broward County
 Broward County Transit |One N. University Drive,
 Plantation, FL 33324
 Attention - *Michele Ludwig*



Digitally signed by TIMOTHY CROWLEY
 DN: dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC, ou=RM,
 ou=Users, cn=TIMOTHY CROWLEY
 Date: 2017.08.29 12:38:47 -04'00'

Risk Management Division

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.

Broward County Board of
County Commissioners

Bid TRN2115672P1



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

- a. Responsive
- b. Accuracy
- c. Deliverables

2. Vendor's Organization:

- a. Staff expertise
- b. Professionalism
- c. Turnover

3. Timeliness of:

- a. Project
- b. Deliverables

4. Project completed within budget

5. Cooperation with:

- a. Your Firm
- b. Subcontractor(s)/Subconsultant(s)
- c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

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:

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- 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.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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:

DRUG-FREE WORKPLACE 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.

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.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. 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) (ii) 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:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. 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).

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

VOLUME OF PREVIOUS WORK ATTESTATION 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. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

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

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1					
2					
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?
Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/ Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total					<input type="text"/>	<input type="text"/>

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

1. Litigation History

- a. 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. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

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"/>
Party	Or No <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? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form 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.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"

Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:



Enterprise Technology Services Vendor Security Questionnaire (VSQ)

(For RFPs, RFQs and Sole Source/Only Reasonable Source/Sole Brand Requests as applicable)

The Vendor Security Questionnaire's (VSQ) purpose is to assess the Vendor's security policies and/or system protocol and to identify any security vulnerabilities. Each responding vendor will be required to complete and submit the VSQ (for applicable solution – services, hardware, and/or software). If not included with the proposal submittal at the time of the solicitation opening deadline, the proposing vendor will be required to complete and submit the VSQ within three business days of County's request.

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 County will review Vendor's VSQ response and any security concerns will be addressed during Evaluation Committee Meetings or negotiations. Unresolved security concerns shall be considered by the committee as part of its final evaluation and may lead to impasse during negotiations.

The questionnaire is divided into the following areas: **Section 1: Software-as-a-Service/Hosted/Cloud Services**; **Section 2: Managed/Professional Services**; **Section 3: Hardware**; and **Section 4: Software**. Each section(s) should be completed as applicable to the vendor's proposed product and/or service. If applicable, failure to complete the questionnaire may deem a vendor non-responsible. The questionnaire should be submitted with your proposal. Vendor should immediately inform the assigned Purchasing Agent of any changes in vendor's responses after submittal.

SECTION 1: SOFTWARE-AS-A-SERVICE / HOSTED / CLOUD SERVICES COMPLETE THIS SECTION OF THE QUESTIONNAIRE.

Vendor Name: _____

Technical Contact Name / Email _____

Product Name / Description: _____

Solicitation Number and Title _____

For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.

No.	Area	Description	Vendor Response	
			Yes	No
	Applicability (Required Response):	REQUIRED RESPONSE: Does your response involve providing SOFTWARE-AS-A-SERVICE, HOSTED, OR CLOUD SERVICES? If YES, indicate response and complete Section 1. If No, indicate NO and skip Section 1.		
	Supporting Documentation	Please provide the following: a) Workflow diagram of stored or transmitted information b) Security / Network Architecture diagram		
1				
2				
3	Audit Reporting Requirements	Does your organization have a current Service Organization Controls (SOC) II, Type II report, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy?)		
4		Does your organization have a current Payment Card Industry (PCI) Attestation of Compliance (AOC)? Applicable only if accepting payment cards.		

5	Electronic Protected Health Information (ePHI) - Applicable only if Vendor has access to or will be hosting or storing County ePHI.	Has the Vendor had a Risk Assessment performed in the past 5 years by an external auditor in conjunction with the HIPAA Security rule? Does the Vendor maintain current HIPAA specific policies and procedures in conjunction with the HIPAA Security Rule? Does your organization have a designated HIPAA Security and Privacy Officer(s)?			
8		Do you provide HIPAA Security training to your employees at time of hire and at least annually thereafter?			
9	Roles & Responsibilities	Has your organization appointed a central point of contact for security coordination?			
10		What is the expected timeframe to respond to initial contact for security related issues?			
11		Does your company define the priority level of an issue (e.g., minor vs. major, 0-4 scale, etc.)? Please describe.			
12		Does your company have an expected Service Level Agreement (SLA) to implement changes needed to fix security issues according to priority level? Please describe.			
13	Federated Identity Management and Web Services Integration	Does your product have Single Sign-on (SSO) and Federated Identity Enablement integration options (e.g., support for standards like SAML v2 and OAuth 2.0, active directory, etc.). Please describe.			
14	External Parties	Does your product use web services and/or data import/export functions? Please describe.			
15		Will third parties, such as IT service providers, have access to the County's stored or transmitted information?			
16		Are there contingencies where key third-party dependencies are concerned?			
17		Is the company outsourcing any aspect of the service to a third party?			
18		Do you share customer data with, or enable direct access by, any third-party?			
19		Which processors (vendors) access your customer's information?			
20		Do these processors (vendors) contractually comply with your security standards for data processing?			
21		How do you regularly audit your critical vendors?			
22	Information Security Policy & Procedures	Do you have written, standard operation procedures for your security and compliance policies and procedures? If so, please provide copies of your IT Security Policies and Procedures for review (e.g., access, password, incident response, etc.) with this questionnaire.			
23	Risk Assessment	Do you have a process that addresses: (a) the identification and measurement of potential risks with mitigating controls (measures taken to reduce risk), and (b) the acceptance or transfer (e.g. insurance policies, warranties, etc.) of the remaining (residual) risk after mitigation steps have been applied?			

24	Compliance with Legal Requirements - Identification of applicable legislation	Do you have a process to identify new laws and regulations with IT security implications? (e.g., FIPA, new state breach notification requirements, monitoring newsletters, webinars, security or regulatory forums, etc.)?			
25		Has vendor experienced a legally reportable data breach within the past 7 years?			
26		Do you have procedures for preservation of electronic records and audit logs in case of litigation hold?			
27		In the event of a security incident, do you provide the consumer the ability to perform digital forensics?			
28	During Employment – Training, Education & Awareness	Have your employees received formal information security training (e.g., new employee orientation, annual training, posters in public areas, email reminders, etc.)?			
29		Have your security policies and procedures been communicated to your employees?			
30		Are periodic security reminders provided to your employees?			
31	Background Checks	Does your organization perform background checks to examine and assess an employee's or contractor's work and criminal history? Identify the type of background check information and the agency performing background check (e.g., credential verification, criminal history, credit history, etc.).			
32		Are individuals who will have access to the County's data subjected to periodic follow-up background checks?			
33	Prior to Employment - Terms and Conditions of Employment	Are your employees required to sign a non-disclosure agreement (e.g., non-disclosure and/or confidentiality form upon initial employment)?			
34		If so, are employees required to sign the non-disclosure agreement annually?			
35	Termination or Change in Employment	Does your firm require that all equipment of any terminated employee is returned and that his/her user ID is disabled in all systems and badges and/or keys are returned? Upon transfer, is employee's existing access reviewed for relevance?			
36	Secure Areas	Do you have effective physical access controls (e.g., door locks, badge /electronic key ID and access controls) in place that prevent unauthorized access to facilities and a facility security plan?			
37		Do you have a contingency plan in place to handle emergency access to facilities?			
38		How are physical access controls authorized? Who is responsible for managing and ensuring that only appropriate persons have keys or codes to the facility and to locations within the facility with secure data?			
39		Are there written policies and procedures to document repairs and modifications to physical components of the facility that are related to security?			
40		Are employees permitted access to customer environments from your physical locations only?			

41	Application and Information Access Control - Sensitive System Isolation	Are systems and networks that host, process, and/or transfer sensitive information "protected" (i.e., isolated or separated) from other systems and/or networks? Provide supporting documentation.			
42		Are internal and external networks separated by firewalls with access policies and rules? Provide supporting documentation.			
43		Is there a standard approach for protecting network devices to prevent unauthorized access/network related attacks and data-theft (e.g. firewall between public and private networks, internal VLAN, firewall separation, separate WLAN network, secure portal, multi-tenancy, virtualization, shared storage, etc.)?			
44		Are employees allowed to connect to customer environments remotely (e.g., working from home, public wifi access)?			
45		Is there a remote access policy? If so, please provide documentation.			
46		Do you have protections in place for ensuring secure remote access (i.e., up-to-date antivirus, posture assessment, VPN enforcement, split tunneling, etc.)?			
47		Will Vendor restrict inbound and outbound traffic to the County network to a "deny all, permit by exception" configuration?			
48		Will County's data be co-mingled with any other Cloud customer?			
49		Will County's data be stored, accessed by, or transmitted through an off shore environment (Outside continental U.S., Alaska, Hawaii)?			
50	Encryption	Is or will County sensitive information be transferred to external third parties? If so, what controls are in place to protect sensitive information when transferred (e.g., encryption)?			
51		Do you use a secure VPN connection with third parties and/or IT vendors for email encryption?			
52		Does Vendor provide a means to encrypt data at rest (AES, etc.)?			
53	Vulnerability Assessment and Remediation	Do you perform periodic vulnerability scans on your IT systems, networks, and supporting security systems? How often?			
54		If no, do you provide proof of vulnerability scanning and penetration testing upon request?			
55		Are internal or third party vulnerability assessments automated?			
56		Do you have a security patch management cycle in place to address identified vulnerabilities?			
57		Do you provide disclosure of vulnerabilities found in your environment and remediation timelines?			
58		Do you notify customer of applicable patches?			

59	Security Monitoring	Are third party connections to your network monitored and reviewed to confirm only authorized access and appropriate usage (i.e. with VPN logs, server event logs, system, application and data access logging, automated alerts, regular/periodic review of logs or reports, etc.)?			
60		Do you monitor your systems and networks for security events? If so, please describe this monitoring (e.g., are server and networking equipment logs, such as servers, routers, switches, wireless APs, monitored regularly, etc.)?			
61		Does Vendor maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to confidential County data?			
62		Do you periodically review system activity (related to patient information systems)? If so, provide frequency.			
63	Identity & Access Management	Do you have a formal access authorization process based on "least privilege" (i.e. employees are granted the least amount of access possible to perform their assigned duties) and "need to know" (i.e., access permissions granted based upon the legitimate business need of the user to access the information, role-based permissions, limited access based on specific responsibilities, network access request form, etc.)?			
64		Are systems and applications configured to restrict access only to authorized individuals (e.g. use of unique IDs and passwords, minimum password length, password complexity, log-in history, lockout, password change, etc.)?			
65		Is there a list maintained of authorized users with general access and administrative access to operating systems (e.g., active directory user lists within a sensitive application, a spreadsheet of users, a human resources file, etc.)?			
66		Does a list of "accepted mobile devices" (e.g., smart phones, cell phones, etc.) exist and are these devices asset tracked and managed (i.e., MDA)?			
67		Are accepted mobile devices tested prior to production use?			
68		Is a Data Loss Prevention (DLP) in place to prevent the unauthorized distribution of sensitive information?			
69		Is software installation for desktops, laptops, and servers restricted to administrative users only?			
70		Does your software or system have automatic logoff for inactivity?			
71		Is access to source application code restricted? If so, how? Is a list of authorized users maintained and updated?			
72		Are user IDs for your system uniquely identifiable?			
73		Do you have any shared accounts?			
74		Will Vendor activate remote access from vendors and business partners into the County network only when needed by vendors and partners, with immediate deactivation after use?			
75		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?			
76		Is Multi-Factor Authentication (MFA) required for employees/contractors to log in to production systems?			

77	Entitlement Reviews	Do you have a process to review user accounts and related access (e.g., manual process of reviewing system accounts to user accounts in AD for both users and privileged access, such as admins, developers, etc.)?			
78	Antivirus	Is antivirus software installed and running on your computers and supporting systems (e.g., desktops, servers, gateways, etc.)?			
79		Is this antivirus product centrally managed (e.g., is the antivirus monitored to verify all endpoints have functional agents, agents are up to date with the latest signatures, etc.)? Please explain your policies and procedures for management of antivirus software.			
80		Do you have a process for detecting and reporting malicious software?			
81	Network Defense and Host Intrusion Prevention Systems	Do you have any host-based Intrusion Protection System (IPS) for systems that the County will use?			
82		Does Vendor install personal firewall software is installed on any mobile or employee-owned device that manages the County's PCI-DSS Cardholder Data Environment ("CDE")?			
83	Media Handling	Do you have procedures to protect documents and computer media (e.g., tapes, disks, hard drives, etc.) from unauthorized disclosure, modification, removal, and destruction?			
84		Is sensitive data encrypted (e.g., data at rest) when stored on laptop, desktop, and server hard drives, flash drives, backup tapes, etc.)?			
85	Secure Disposal	Are there security procedures (e.g., use of secure wiping, NIST 800-88, etc.) for the decommissioning (replacement) of IT equipment and IT storage devices which contain or process sensitive information?			
86	Segregation of Computing Environment	Are development, test, and production environments separated from operational, IT environments to protect production (actively used) applications from inadvertent changes or disruption?			
87	Segregation of Duties	Are duties separated (e.g., front desk duties separated from accounting, data analysts access separated from IT support, etc.), where appropriate, to reduce the opportunity for unauthorized modification, unintentional modification, or misuse of your IT assets?			
88	Change Management	Do formal testing and change management procedures exist for networks, systems, desktops, software releases, deployments, and software vulnerability during patching activities, changes to the system, changes to the workstations and servers with appropriate testing, notification, and approval, etc.?			

89	Process & Procedures	Do you identify, respond to, and mitigate suspected or known security incidents (e.g., is an incident form completed as a response to each incident, etc.)?			
90		Do you have a formal incident response and data breach notification plan and team?			
91		Is evidence properly collected and maintained during the investigation of a security incident (e.g., employing chain of custody and other computer forensic methodologies that are monitored by internal and/or external parties, etc.)?			
92		Are incidents identified, investigated, and reported according to applicable legal requirements?			
93		Are incidents escalated and communicated (e.g., what is your documented process for escalation to management and outside authorities, etc.)?			
94		Do you have a contingency plan in place to handle emergency access to the software?			
95	Disaster Recovery Plan & Backups	Do you have a mechanism to back up critical IT systems and sensitive data (e.g., is data backed up nightly, weekly, quarterly, taken offsite, etc.)?			
96		Do you periodically test your backup/restoration plan by restoring from backup media?			
97		Does a disaster recovery plan exist for your organization?			
98		Are disaster recovery plans updated and tested at least annually?			
99		Do any single points of failure exist which would disrupt functionality of the product or service?			
100	Product Security Development Lifecycle	Do you have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing, etc.)?			
101		Does Vendor maintain end-of-life-schedule for the software product?			
102		Is the product engineered as a multi-tier architecture design?			
103		Is product or service within 3 year end of life?			
104	Crypto Materials and Key Management	Do you have a centralized key management program in place (e.g., any Public Key Infrastructure (PKI), Hardware Security Module (HSM)-based or not, etc.) to issue certificates needed for products and cloud service infrastructure?			

SECTION 2: MANAGED / PROFESSIONAL SERVICES				
ALL VENDORS MUST COMPLETE THIS SECTION OF THE QUESTIONNAIRE.				
Vendor Name:				
Technical Contact Name / Email				
Product Name / Description:				
Solicitation Number and Title				
For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.				
No.	Area	Description	Vendor Response	
			Yes	No
	Applicability (Required Response):	REQUIRED RESPONSE: Does your response involve providing MANAGED AND/OR PROFESSIONAL SERVICES ? If YES, indicate response and complete Section 2. If No, indicate NO and skip Section 2.		
1	Audit Reporting Requirements	Does your organization have a current Service Organization Controls (SOC) II, Type II report, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy)?		
2		Does your organization have a current Payment Card Industry (PCI) Attestation of Compliance (AOC)? Applicable only if accepting payment cards.		
3	Electronic Protected Health Information (ePHI) -	<u>Has the Vendor had a Risk Assessment performed in the past 5 years by an external auditor in conjunction with the HIPAA Security rule?</u>		
4	Applicable only if Vendor has access to or will be hosting or storing County ePHI.	<u>Does the Vendor maintain current HIPAA specific policies and procedures in conjunction with the HIPAA Security Rule?</u>		
5		Does your organization have a designated HIPAA Security and Privacy Officer(s)?		
6		Do you provide HIPAA Security training to your employees at time of hire and at least annually thereafter?		
7	Roles & Responsibilities	Has your organization appointed a central point of contact for security coordination?		
8		What is the expected timeframe to respond to initial contact for security related issues?		
9		Does your company define the priority level of an issue (e.g., minor vs. major, 0-4 scale, etc.)? Please describe.		
10		Does your company have an expected Service Level Agreement (SLA) to implement changes needed to fix security issues according to priority level? Please describe.		

11	External Parties	Does your product use web services and/or data import/export functions? Please describe.			
12		Will third parties, such as IT service providers, have access to the County's stored or transmitted information?			
13		Are there contingencies where key third-party dependencies are concerned?			
14		Is the company outsourcing any aspect of the service to a third party?			
15		Do you share customer data with, or enable direct access by, any third-party?			
16		Which processors (vendors) access your customer's information?			
17		Do these processors (vendors) contractually comply with your security standards for data processing?			
18		How do you regularly audit your critical vendors?			
19	Information Security Policy & Procedures	Do you have written, standard operation procedures for your security and compliance policies and procedures? If so, please provide copies of your IT Security Policies and Procedures for review (e.g., access, password, incident response, etc.) with this questionnaire.			
20	Risk Assessment	Do you have a process that addresses: (a) the identification and measurement of potential risks with mitigating controls (measures taken to reduce risk), and (b) the acceptance or transfer (e.g. insurance policies, warranties, etc.) of the remaining (residual) risk after mitigation steps have been applied?			
21	Compliance with Legal Requirements - Identification of applicable legislation	Do you have a process to identify new laws and regulations with IT security implications? (e.g., FIPA, new state breach notification requirements, monitoring newsletters, webinars, security or regulatory forums, etc.)?			
22		Has vendor experienced a legally reportable data breach within the past 7 years?			
23		Do you have procedures for preservation of electronic records and audit logs in case of litigation hold?			
24		In the event of a security incident, do you provide the consumer the ability to perform digital forensics?			
25	During Employment – Training, Education & Awareness	Have your employees received formal information security training (e.g., new employee orientation, annual training, posters in public areas, email reminders, etc.)?			
26		Have your security policies and procedures been communicated to your employees?			
27		Are periodic security reminders provided to your employees?			
28	Background Checks	Does your organization perform background checks to examine and assess an employee's or contractor's work and criminal history? Identify the type of background check information and the agency performing background check (e.g., credential verification, criminal history, credit history, etc.).			
29		Are individuals who will have access to the County's data subjected to periodic follow-up background checks?			

30	Prior to Employment - Terms and Conditions of Employment	Are your employees required to sign a non-disclosure agreement (e.g., non-disclosure and/or confidentiality form upon initial employment)?			
31		If so, are employees required to sign the non-disclosure agreement annually?			
32	Termination or Change in Employment	Does your firm require that all equipment of any terminated employee is returned and that his/her user ID is disabled in all systems and badges and/or keys are returned? Upon transfer, is employee's existing access reviewed for relevance?			
33	Secure Areas	Do you have effective physical access controls (e.g., door locks, badge /electronic key ID and access controls) in place that prevent unauthorized access to facilities and a facility security plan?			
34		Do you have a contingency plan in place to handle emergency access to facilities?			
35		How are physical access controls authorized? Who is responsible for managing and ensuring that only appropriate persons have keys or codes to the facility and to locations within the facility with secure data?			
36		Are there written policies and procedures to document repairs and modifications to physical components of the facility that are related to security?			
37		Are employees permitted access to customer environments from your physical locations only?			
38	Application and Information Access Control - Sensitive System Isolation	Are systems and networks that host, process, and/or transfer sensitive information "protected" (i.e., isolated or separated) from other systems and/or networks? Provide supporting documentation.			
39		Are internal and external networks separated by firewalls with access policies and rules? Provide supporting documentation.			
40		Is there a standard approach for protecting network devices to prevent unauthorized access/network related attacks and data-theft (e.g. firewall between public and private networks, internal VLAN, firewall separation, separate WLAN network, secure portal, multi-tenancy, virtualization, shared storage, etc.)?			
41		Are employees allowed to connect to customer environments remotely (e.g., working from home, public wifi access)?			
42		Is there a remote access policy? If so, please provide documentation.			
43		Do you have protections in place for ensuring secure remote access (i.e., up-to-date antivirus, posture assessment, VPN enforcement, split tunneling, etc.)?			
44		Will Vendor restrict inbound and outbound traffic to the County network to a "deny all, permit by exception" configuration?			
45		Will County's data be co-mingled with any other Cloud customer?			
46		Will County's data be stored, accessed by, or transmitted through an off shore environment (Outside continental U.S., Alaska, Hawaii)?			
47	Encryption	Is or will County sensitive information be transferred to external third parties? If so, what controls are in place to protect sensitive information when transferred (e.g., encryption)?			
48		Do you use a secure VPN connection with third parties and/or IT vendors for email encryption?			

49 Does Vendor provide a means to encrypt data at rest (AES, etc.)?

50	Vulnerability Assessment and Remediation				
51		Do you perform periodic vulnerability scans on your IT systems, networks, and supporting security systems? How often?			
52		If no, do you provide proof of vulnerability scanning and penetration testing upon request?			
53		Are internal or third party vulnerability assessments automated?			
54		Do you have a security patch management cycle in place to address identified vulnerabilities?			
55		Do you provide disclosure of vulnerabilities found in your environment and remediation timelines?			
56	Security Monitoring	Do you notify customer of applicable patches?			
57		Are third party connections to your network monitored and reviewed to confirm only authorized access and appropriate usage (i.e. with VPN logs, server event logs, system, application and data access logging, automated alerts, regular/periodic review of logs or reports, etc.)?			
58		Do you monitor your systems and networks for security events? If so, please describe this monitoring (e.g., are server and networking equipment logs, such as servers, routers, switches, wireless APs, monitored regularly, etc.)?			
59		Does Vendor maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to confidential County data?			
		Do you periodically review system activity (related to patient information systems)? If so, provide frequency.			

60	Identity & Access Management	Do you have a formal access authorization process based on "least privilege" (i.e. employees are granted the least amount of access possible to perform their assigned duties) and "need to know" (i.e., access permissions granted based upon the legitimate business need of the user to access the information, role-based permissions, limited access based on specific responsibilities, network access request form, etc.)?			
61		Are systems and applications configured to restrict access only to authorized individuals (e.g. use of unique IDs and passwords, minimum password length, password complexity, log-in history, lockout, password change, etc.)?			
62		Is there a list maintained of authorized users with general access and administrative access to operating systems (e.g., active directory user lists within a sensitive application, a spreadsheet of users, a human resources file, etc.)?			
63		Does a list of "accepted mobile devices" (e.g., smart phones, cell phones, etc.) exist and are these devices asset tracked and managed (i.e., MDA)?			
64		Are accepted mobile devices tested prior to production use?			
65		Is a Data Loss Prevention (DLP) in place to prevent the unauthorized distribution of sensitive information?			
66		Is software installation for desktops, laptops, and servers restricted to administrative users only?			
67		Does your software or system have automatic logoff for inactivity?			
68		Is access to source application code restricted? If so, how? Is a list of authorized users maintained and updated?			
69		Are user IDs for your system uniquely identifiable?			
70		Do you have any shared accounts?			
71		Will Vendor activate remote access from vendors and business partners into the County network only when needed by vendors and partners, with immediate deactivation after use?			
72		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?			
73		Is Multi-Factor Authentication (MFA) required for employees/contractors to log in to production systems?			
74	Entitlement Reviews	Do you have a process to review user accounts and related access (e.g., manual process of reviewing system accounts to user accounts in AD for both users and privileged access, such as admins, developers, etc.)?			
75	Antivirus	Is antivirus software installed and running on your computers and supporting systems (e.g., desktops, servers, gateways, etc.)?			
76		Is this antivirus product centrally managed (e.g., is the antivirus monitored to verify all endpoints have functional agents, agents are up to date with the latest signatures, etc.)? Please explain your policies and procedures for management of antivirus software.			
77		Do you have a process for detecting and reporting malicious software?			

78	Media Handling	Do you have procedures to protect documents and computer media (e.g., tapes, disks, hard drives, etc.) from unauthorized disclosure, modification, removal, and destruction?			
79		Is sensitive data encrypted (e.g., data at rest) when stored on laptop, desktop, and server hard drives, flash drives, backup tapes, etc.?)			
80	Secure Disposal	Are there security procedures (e.g., use of secure wiping, NIST 800-88, etc.) for the decommissioning (replacement) of IT equipment and IT storage devices which contain or process sensitive information?			
81	Segregation of Computing Environment	Are development, test, and production environments separated from operational, IT environments to protect production (actively used) applications from inadvertent changes or disruption?			
82	Segregation of Duties	Are duties separated (e.g., front desk duties separated from accounting, data analysts access separated from IT support, etc.), where appropriate, to reduce the opportunity for unauthorized modification, unintentional modification, or misuse of your IT assets?			
83	Process & Procedures	Do you identify, respond to, and mitigate suspected or known security incidents (e.g., is an incident form completed as a response to each incident, etc.)?			
84		Do you have a formal incident response and data breach notification plan and team?			
85		Is evidence properly collected and maintained during the investigation of a security incident (e.g., employing chain of custody and other computer forensic methodologies that are monitored by internal and/or external parties, etc.)?			
86		Are incidents identified, investigated, and reported according to applicable legal requirements?			
87		Are incidents escalated and communicated (e.g., what is your documented process for escalation to management and outside authorities, etc.)?			
88		Do you have a contingency plan in place to handle emergency access to the software?			

SECTION 3: HARDWARE				
ALL VENDORS MUST COMPLETE THIS SECTION OF THE QUESTIONNAIRE.				
Vendor Name:				
Technical Contact Name / Email				
Product Name / Description:				
Solicitation Number and Title				
For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.				
No.	Area	Description	Vendor Response	
			Yes	No
	Applicability (Required Response):	REQUIRED RESPONSE: Does your response involve providing HARDWARE ? If YES, indicate response and complete Section 3. If No, indicate NO and skip Section 3.		
1	Secure Design	Are there physical security features used to prevent tampering of the hardware? If so, please identify.		
2		Do you take security measures during the manufacturing of the hardware? If so, please describe.		
3	Security Updates/Patching	Is your hardware scanned to detect any vulnerabilities or backdoors within the firmware?		
4		Has the operating system installed on the hardware been scanned for vulnerabilities?		
5		Is your firmware upgraded to remediate vulnerabilities? If so, provide frequency.		
6		If a new vulnerability is identified, is there a documented timeframe for updates/releases? Please provide frequency.		
7	Identity & Access Management	Are remote control features embedded for the manufacturer's support or ability to remotely access? If so, describe.		
8		Do backdoors exist that can lead to unauthorized access? If so, describe.		
9		Do default accounts exist? If so, list all default accounts.		
10		Can default accounts and passwords be changed by Broward County?		
11		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?		
12	Product Security Development Lifecycle	Is an end-of-life schedule maintained for the hardware?		
13		Is product or service within 3 year end of life?		
14	Media Handling	Does vendor have a secure data wipe and data destruction program for proper drive disposal (i.e., Certificate of destruction, electronic media purging, etc.)?		

15	Compliance with Legal Requirements - Identification of applicable legislation	Is the hardware currently certified by any security standards? (i.e., PCI-DSS). If so, please identify.			
16		Do you have a process to identify new laws and regulations with IT security implications?			
17		Upon County's request, will Vendor make available to the County proof of Vendor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Vendor's latest compliance reports (e.g., PCI-DSS PTS, P2PE validation) and any other proof of compliance as may be required?			

SECTION 4: SOFTWARE			
VENDORS MUST COMPLETE THIS SECTION OF THE QUESTIONNAIRE.			
Vendor Name:			
Technical Contact Name / Email			
Product Name / Description:			
Solicitation Number and Title			
For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.			
No.	Area	Description	Vendor Response
			Yes No Comments
	Applicability (Required Response):	REQUIRED RESPONSE: Does your response involve providing SOFTWARE ? If YES, indicate response and complete Section 4. If No, indicate NO and skip Section 4.	
	Supporting Documentation	Please provide the following: a) Hardware and Software requirements (i.e. Operating System, CPUs, RAM) b) Network connectivity requirements	
1		Can the software be installed as a regular user account with least privilege? Describe the level of administrative access the software will need on the County domain.	
2		Is remote access required for installation and support? If so, describe.	
3	Software Installation Requirements	Can the software be installed on and operated in a virtualized environment?	
4		Is third party software (i.e. Java, Adobe) required to be installed for your software to work? If so, provide software and minimum version.	
5		Will your software remain compatible with all updates and new releases of required third party software?	
6	Third Party Software Requirements	Are there contingencies where key third-party dependencies are concerned?	
7		Is the software currently certified by any security standards? (i.e. PCI-DSS). If so, identify.	
8		Has the software been developed following secure programming standards like those in the OWASP Developer Guide?	
9	Secure Software Design	Is the company outsourcing any aspect of the service to a third party?	
10		Is the product engineered as a multi-tier architecture design?	
11		Does Vendor have capability to respond to and update product for any unforeseen new regulatory requirements?	
12		Does the software or solution perform audit logging? Please describe.	
13	Audit Logging	Does the software have audit reporting capabilities (i.e. user activity, privileged access, etc.)? Please describe.	
14		Does the software have a security patch process? Please describe your software security patch process, frequency of security patch releases, and how security vulnerabilities are identified.	
15	Security Updates/Patching		
16			

17 Does Vendor support electronic delivery of digitally signed upgrades?

18	Secure Configuration / Installation (i.e. PA-DSS configuration)	Does the software allow for secure configuration and installation? Please identify those cycles.			
19	Software Upgrade Cycles	Does the software have upgrade cycles? Please identify those cycles.			
20	Confidential Data	Does the software restrict confidential data (i.e., Social Security Number or Date of Birth, etc.) from being used as a primary identifier?			
21		Does the software have documentation showing where all confidential data is stored in the application?			
22	Encryption	Does the software support encryption of data in motion (e.g., SSL, etc.)?			
23		Does the software support encryption of data at rest (e.g., column-level encryption, etc.)?			
24		Does the software have built-in encryption controls? Please list.			
25	Authentication	Does your product have Single Sign-on (SSO) and Federated Identity Enablement integration options (e.g., support for standards like SAML v2 and OAuth 2.0, active directory, etc.)? Please describe.			
26	Roles and Responsibilities	Does the software provide role-based access control?			
27		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?			
28	Product Security Development Lifecycle	Do you have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing, etc.)?			
29		Does Vendor maintain end-of-life-schedule for the software product?			
30		Is product or service within 3 year end of life?			

I possess the authority to sign and act as an agent on behalf of this company. I have read the above questionnaire in its entirety and responded in a truthful manner to the best of my ability.

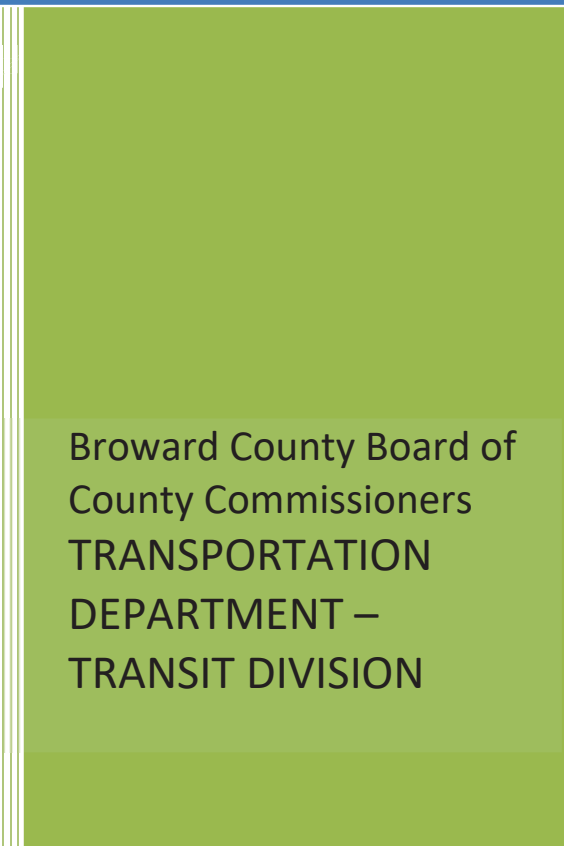
Vendor Name:	
Printed Representative Name:	
Printed Representative Title:	
Signature:	

FTA/USDOT Funding Supplement

Solicitation No. _____



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



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

Table of Contents

AUTHORITY 4

DEFINITIONS 4

FURTHER INFORMATION..... 4

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS..... 5

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES..... 5

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS..... 5

3. FEDERAL CHANGES..... 5

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS..... 6

5. ACCESS TO RECORDS AND REPORTS 6

6. CIVIL RIGHTS REQUIREMENTS 7

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)..... 8

8. CONTRACT COMPLIANCE MONITORING.....12

9. ENERGY CONSERVATION.....13

10. TERMINATION.....13

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL 15

11. RECYCLED PRODUCTS15

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION15

13. BUY AMERICA.....15

14. RESOLUTION OF DISPUTES.....15

15. LOBBYING16

16. CLEAN AIR.....16

17. CLEAN WATER REQUIREMENTS17

18. BONDING REQUIREMENTS17

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS.....17

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT25

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS26

22. FLY AMERICA.....27

23. CARGO PREFERENCE28

24. DRUG AND ALCOHOL TESTING28

25. PATENT AND RIGHTS IN DATA.....29

26. PRIVACY ACT32

FTA/USDOT Funding Supplement

Solicitation No. _____

27.	CHARTER BUS	32
28.	SCHOOL BUS REQUIREMENTS	32
29.	BUS TESTING	33
30.	PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS	33
31.	SEISMIC SAFETY	34
32.	TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION	34
33.	NATIONAL ITS ARCHITECTURE	34
34.	ACCESS FOR INDIVIDUALS WITH DISABILITIES	35
	EXHIBIT 1: Letter of Intent	37
	EXHIBIT 2: Application for Evaluation of Good Faith Effort	38
	EXHIBIT 3: Monthly DBE Utilization Report	39
	EXHIBIT 4: Final DBE Utilization Report	40
	EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification	41
	EXHIBIT 6: Buy America Certification	42
	EXHIBIT 7: Restrictions On Lobbying Certification	43
	EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification	44
	EXHIBIT 9: Bus Testing Compliance Certification	45
	EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification	46
	EXHIBIT 11: Transit Vehicle Manufacturer (Tvm) Certification of Compliance with Sub Part D, Part 26	47

FTA/USDOT Funding Supplement

Solicitation No. _____

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:

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual> References to the Code of Federal Regulations (CFR) website are available at: <http://www.ecfr.gov> .

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 The Safety and Compliance Section, Broward County Transit Division, at 954-357- 8300.

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.

FTA/USDOT Funding Supplement

Solicitation No. _____

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,

FTA/USDOT Funding Supplement

Solicitation No. _____

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.

(4) Equal Employment Opportunity Requirements for Construction Activities: In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Contractor agrees to comply, and assures the compliance of each subcontractor, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity."

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

FTA/USDOT Funding Supplement

Solicitation No. _____

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.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:

<http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/>

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.

FTA/USDOT Funding Supplement

Solicitation No. _____

- 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:

FTA/USDOT Funding Supplement

Solicitation No. _____

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 \$150,000, the CONTRACTOR agrees to comply with 49 USC §5323(j)(13) 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 more than 65 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

FTA/USDOT Funding Supplement

Solicitation No. _____

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

FTA/USDOT Funding Supplement

Solicitation No. _____

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

FTA/USDOT Funding Supplement

Solicitation No. _____

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/Offeror 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;

FTA/USDOT Funding Supplement

Solicitation No. _____

- 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.

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 1: Letter of Intent
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**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

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.

FTA/USDOT Funding Supplement

Solicitation No. _____

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

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 3: Monthly DBE Utilization Report



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
MONTHLY DBE UTILIZATION REPORT

Report No. _____

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
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			
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			
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

Broward County Board of
County Commissioners

Bid TRN2115672P1

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 4: Final DBE Utilization Report



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT**
(To be submitted with the final invoice)

Report No. _____

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	
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	
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 DBEMJR 020113

FTA/USDOT Funding Supplement

Solicitation No. _____

**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

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 6: Buy America Certification

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK) OVER \$150,000

A. STEEL, IRON OR MANUFACTURED PRODUCTS

If this Contract or purchase order is valued in excess of \$150,000 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 \$150,000 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 \$150,000) made with capital, operating, or planning funds.

FTA/USDOT Funding Supplement

Solicitation No. _____

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—LLL, "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

FTA/USDOT Funding Supplement

Solicitation No. _____

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

¹ 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).
Rev. 2/1/2017

FTA/USDOT Funding Supplement

Solicitation No. _____

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

FTA/USDOT Funding Supplement

Solicitation No. _____

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

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR
ASSOCIATED EQUIPMENT OVER \$150,000**

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 \$150,000.

FTA/USDOT Funding Supplement

Solicitation No. _____

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 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.

(Name of Firm)

(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle to be supplied _____ has complied with the above- referenced requirements of Section 26.49 of 49 CFR Part 26.

(Name of Firm)

(Name of Manufacturer)

(Authorized Signature)

(Date)

Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____

Question and Answers for Bid #TRN2115672P1 - Automatic Passenger Counters

Overall Bid Questions

There are no questions associated with this bid.