



MASTER AGREEMENT BETWEEN BROWARD COUNTY AND GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPERATIONNELLE

This Master Agreement (“Master Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Giro Inc./Le Groupe En Informatique Et Recherche Opérationnelle, a Canadian corporation (“GIRO” or “Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. On June 15, 2010, the Parties entered into a *HASTUS* License Agreement (Reference Number: 794), and subsequently entered into the First Amendment, dated May 7, 2013 (as amended, the “*HASTUS* License Agreement”). Pursuant to the *HASTUS* License Agreement, the County obtained a perpetual license to GIRO’s *HASTUS* Software. The Maintenance and Support Contract, Schedule D to the *HASTUS* License Agreement, expires June 14, 2020.

B. The Parties wish to enter into this Master Agreement to reaffirm the perpetual license to the software previously granted by GIRO to County in the *HASTUS* License Agreement and set forth the support and maintenance obligations for the *HASTUS* software beyond expiration of Maintenance and Support Contract. The Parties also seek to identify optional services, including an upgrade to the most current version of the *HASTUS* software, as part of this Master Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. OPERATION OF *HASTUS* LICENSE AGREEMENT

The Parties acknowledge that County currently licenses the 2010 version of the *HASTUS* software pursuant to the terms of the *HASTUS* License Agreement. Pursuant to Section 5.1 of the *HASTUS* License Agreement, the term of the Software licensed to County (further described in Exhibit A to this Master Agreement) is perpetual. This Master Agreement adopts and incorporates, as if fully set forth herein, the *HASTUS* License Agreement as it relates to the Software set forth in Exhibit A. Upon termination of the *HASTUS* License Agreement, this Master Agreement shall be deemed terminated. If there is a conflict between provisions of this Master Agreement and the *HASTUS* License Agreement, the terms of this Master Agreement shall supersede.

The Parties further acknowledge that County intends to upgrade to the latest version of the Software at some point during the term of this Master Agreement and at such time as the upgrade is contemplated, the Parties will amend this Master Agreement to include new dispositions related to the upgrade and replace the *HASTUS* License Agreement in its entirety with a new mutually agreed upon license agreement applicable to the latest version of the

Software.

ARTICLE 2. DEFINITIONS

- 2.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 2.2. **Business hours** or **business day** means Monday through Friday (from 9 a.m. to 5 p.m. Eastern Time) excluding Quebec public holidays listed in Exhibit D.
- 2.3. **Contract Administrator** means the Director of the Broward County Transportation Department or such other person designated by same in writing.
- 2.4. **Documentation** means the technical specifications, the reference manual, user guide, and other written material relating to the Software, including for any updated version of the Software as contemplated in Article 1. Documentation shall include all documents that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Master Agreement.
- 2.5. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 2.6. **Peak Vehicles** means the maximum number of vehicles in use at any given time in County's Transit System.
- 2.7. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 2.8. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Software, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the Software, as further specified in Exhibit A, as well as any Optional Services procured under this Master Agreement.
- 2.9. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights provided or licensed to County pursuant to the *HASTUS* License Agreement or this Master Agreement, including the computer programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed by Contractor during the term of this Master Agreement.
- 2.10. **Subcontractor** means an entity or individual providing Services to County through Contractor for all or any portion of the work under this Master Agreement. The term "Subcontractor" shall include all subconsultants.
- 2.11. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain optimal performance of the Software, including as further described in Exhibit D.

2.12. **Transit System** means County’s transit system specified in Exhibit A.

ARTICLE 3. EXHIBITS

Exhibit A	Licensed Software
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Support and Maintenance Minimum Standards
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form
Exhibit G	FTA Supplement

ARTICLE 4. SCOPE OF SERVICES & TERMS OF USE

4.1. Upgrades to new Software version. Upon County’s upgrade to Version 2020 or later, and for the remaining duration of the Master Agreement thereafter, so long as County is current on payments for Support and Maintenance, GIRO shall offer to County any and all upgrades to a newer version of the Software, including all that GIRO has made generally available to other licensees of all or part of the Software licensed pursuant to this Master Agreement. The Parties must enter into a Work Authorization and/or amendment to this Master Agreement to set forth the applicable license terms and any other applicable terms and the license, implementation, and Support and Maintenance Services fees for the newer version; all such upgrades to a newer version shall remain the sole property of Contractor. So long as County is current on the Support and Maintenance fees, GIRO will support any Software version used by the County in its production environment. Until County upgrades to version 2020 or the most current version, Contractor shall provide and County will be entitled to Software updates as set forth in Exhibit D.

4.2. Documentation. Contractor previously provided Documentation for the Software. Contractor shall promptly provide any updated Documentation as it becomes available during the term of this Master Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Software. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County deems necessary provided such activities are solely for the purpose of use of the Software as permitted under this Master Agreement.

4.3. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Master Agreement except as expressly set forth in this Master Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. County may, from time to time during the Master Agreement, request additional services from GIRO reasonably related to the Software, including any additional Software modules and for any upgrades to version 2020 or later of the Software, by sending to GIRO a reasonably detailed description of such requested services (“Optional Services”). Upon receipt of any such request for Optional Services, GIRO will undertake the preparation of a cost proposal defining the scope of the services to be provided by GIRO in furtherance of such services request with the associated

costs and accompanied by an activity schedule, and the proposed payment terms and other conditions which will be submitted to the County. Based on this proposal, the Parties will negotiate the terms of the cost proposal and, should the Parties agree, mutually execute the resulting Work Authorization (in the form attached as Exhibit F) as well as amend this Master Agreement if necessary. The Parties may mutually amend the associated Work Authorization upon written agreement. Subject to any applicable not-to-exceed amounts stated in the Master Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorizations above the Purchasing Director delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. GIRO shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

51. Term. The term of this Master Agreement shall begin on June 15, 2020 ("Effective Date"), and shall end five (5) years thereafter ("Initial Term"). The term of the license to the Software previously granted to County under the *HASTUS* License Agreement shall be perpetual unless terminated in writing as set forth in this Master Agreement or replaced via amendment to this Master Agreement.

52. Extensions. County may renew this Master Agreement for up to five (5) additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

53. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Master Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Master Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

54. Fiscal Year. The continuation of this Master Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

ARTICLE 6. COMPENSATION

6.1. Maximum Amounts. For all goods and services provided under this Master Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Support and Maintenance	Initial Term	\$582,019.00
Support and Maintenance	Total for all Extension Terms	\$708,362.00
Optional Services – Professional Services (e.g., training, consulting, installation, conversion, migration)	Duration of Master Agreement	\$264,048.00
Optional Services – Upgrade to Version 2020 (or most current version) and implementation fees	Duration of Master Agreement	\$500,000.00
Optional Services – Licenses for New Modules (includes implementation services and expenses for the new modules)	Duration of Master Agreement	\$1,457,700.00
Optional Services – Support and Maintenance for New Modules	Duration of Master Agreement	\$565,450.00
Optional Services - Licenses and Support and Maintenance for Increase in Peak Vehicles	Duration of Master Agreement	\$375,407.00
TOTAL NOT TO EXCEED		\$4,452,986.00

Payment shall be made as set forth in Exhibit B (Payment Schedule) or in an approved Work Authorization, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Master Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for work under this Master Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services. Unless and except to the extent expressly required in this Master Agreement, Contractor shall not be reimbursed for any expenses it incurs.

6.2. Method of Billing and Payment. Contractor may submit invoices for compensation no more often than on a monthly basis. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services. County shall pay Contractor within thirty (30) days of receipt of Contractor’s proper invoice, as required under the “Broward County Prompt Payment Ordinance,” Section 1-51.6, Broward County Code of Ordinances. Payment may be withheld for failure of Contractor to comply with a material term, condition, or requirement of this Master Agreement and no interest shall accrue on such withheld payments, provided, however, that County’s withholding of payment is reasonably related to the breach committed by Contractor and that Contractor was provided notice of the breach and provided the ability to

remedy the breach within twenty (20) days of the notice and fails to do so. Payment shall be made to Contractor at the address designated in the Notices section.

63. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Master Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

64. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service (“IRS”) Form W-8BEN-E, Contractor shall provide County a copy of Contractor’s current Form W-8BEN-E prior to issuance of the first invoice or payment under this Master Agreement. If Contractor fails to timely provide a completed, current Form W-8BEN-E, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

ARTICLE 7. SOFTWARE ACCEPTANCE AND TESTING

Software Acceptance. The Parties acknowledge that County has accepted the Software listed in Exhibit A. For any additional software licensed under this Master Agreement, the Parties will enter into a Work Authorization pursuant to Section 3.7 and identify, at a minimum, the software license fees and related Support and Maintenance Services fees for the licensed software, procedures for software testing (if applicable), and any applicable acceptance procedures agreed to by the Parties.

ARTICLE 8. DATA AND PRIVACY; SECURITY REQUIREMENTS

81. Data and Privacy. Contractor shall comply with Florida Statutes Section 501.171 and shall ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States or Canada. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Master Agreement, unless expressly authorized in advance by County. If County purchases any *HASTUS* module that collects personal identification information (i.e., *Bid*, *BidWeb*, *DailyCrew*, *EPM*, or *SelfService*), County shall, prior to sending any data from the Software to GIRO, anonymize any personal identification information contained in the database pursuant to the security tools and instructions provided by Contractor or otherwise agreed by the Parties. Upon expiration or termination of this Master Agreement, if applicable and if 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, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

82. Security Requirements. Contractor and the Software must meet or exceed all security requirements set forth in Exhibit C at all times throughout the duration of the Master Agreement, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

83. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Master Agreement or of any license granted under this Master Agreement.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES

91. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Software or that it has the right to grant to County the rights and the licenses that may be granted under this Master Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

92. Warranty Regarding Viruses. Contractor further represents, warrants, and agrees that the Software is free from currently-known viruses or malicious software and Contractor will continue, for the full term of this Master Agreement, to use commercially reasonable security measures to ensure the integrity of the Software from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

93. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services under this Master Agreement, including any Optional Services ("Services Warranty"). County agrees that GIRO's sole liability and the County's sole remedy with respect to any breach of the Services Warranty shall be for GIRO to re-perform the defective Services so that the same complies with the Services Warranty.

94. Representation of Authority. Contractor represents and warrants that this Master Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Master Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Master Agreement is within Contractor's legal powers, and each individual

executing this Master Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

95. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Master Agreement.

96. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Master Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

97. Discriminatory Vendor and Scrutinized Companies Lists. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Section 215.473, Florida Statutes. Contractor represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

98. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Master Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Master Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

99. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9, CONTRACTOR NEITHER MAKES NOR GRANTS ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED UNDER THIS MASTER AGREEMENT. THE EXPRESS TERMS SET FORTH IN THIS ARTICLE 9 ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. CONTRACTOR HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

9.10. Breach of Representations. In entering into this Master Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages

it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, unless expressly stated otherwise herein, County shall have the right, at its sole discretion, to terminate this Master Agreement without any further liability to Contractor. Furthermore, a false representation may result in debarment from County's procurement activities.

ARTICLE 10. INSURANCE

10.1. For the duration of the Master Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Master Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article, subject to the Parties executing an amendment to the Master Agreement reflecting the updated insurance requirements.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date, or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Master Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

10.5. Contractor shall ensure that all required insurance policies are issued by insurers:
(1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII;
(2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval of such insurer by County's Risk Management Division.

10.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall

provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

10.10. In the event Contractor or any Subcontractor fails to maintain the insurance required by this Master Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide work under this Master Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Master Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Master Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1. This Master Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within twenty (20) days after receipt of written notice from the aggrieved Party identifying the breach. This Master Agreement 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 Master Agreement 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, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

11.2. This Master Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.2.1. Contractor's failure to suitably or continuously perform any required work in a manner calculated to meet or accomplish the objectives in this Master Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Master Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

11.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Master Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Master Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Master Agreement.

11.3. Notice of termination shall be provided in accordance with the "Notices" section of this Master Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4. If this Master Agreement is terminated for convenience by County, Contractor shall be paid for any work properly performed through the termination date specified in the written notice of termination and the reasonable closeout expenses to finalize any pending Work Authorization, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Master Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 11.1.

11.5. In addition to any right of termination stated in this Master Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Master Agreement or otherwise available at law or in equity.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

12.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Master Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Master Agreement. Unless expressly stated otherwise in this Master Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Master Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

13.2. Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Master Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Master Agreement. Contractor shall:

13.2.1. Keep and maintain public records required by County to perform the work required under this Master Agreement;

13.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Master Agreement and following completion or termination of this Master Agreement if the records are not transferred to County; and

13.2.4. Upon completion or termination of this Master Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of GIRO to comply with the provisions of this Subsection shall constitute a material breach of this Master Agreement entitling the County to exercise any remedy provided in this Master Agreement or under applicable law.

A request for public records regarding this Master Agreement must be made directly to the County and the County will be responsible for responding to any such public records requests by third parties. Upon County's request, GIRO will provide any requested records to the County to enable County to respond to the public records request made by a third-party.

Any material submitted to the County that GIRO contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORDS PRODUCTION – TRADE SECRET." Upon request from County, GIRO shall provide the reasons and the factual basis why it considers the information to be considered confidential. County will treat all material labeled "Trade Secret" by GIRO as confidential. In the event that a third party submits a request to County for records designated by GIRO as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by GIRO.

GIRO shall, at its own expense, indemnify and defend County and its employees and agents from any and all causes of action, and pay the amount of any adverse final judgment (after any appeals), inclusive of any fines, penalties, damages, court costs, and claimant's attorneys' fees, or settlement to which GIRO consents, for any claim relating to County's non-disclosure of any Trade Secret Materials in response to a public records request made by a third party. GIRO's obligations in respect of any such claim are subject to the following conditions: (i) County must promptly notify GIRO in writing of the claim; (ii) GIRO shall have sole control of the defense of such claim and of all related actions or settlement negotiations, except County approval is required for any settlement; and (iii) at GIRO's request, County must provide GIRO with all necessary assistance, documents, information, and authority.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (954) 357-9733, TALEWIS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

133. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Master Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Master Agreement and performance under this Master Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Master Agreement for at least three (3) years after expiration or termination of this Master Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

134. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Master Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Master Agreement.

135. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Master Agreement is as a Party to this Master Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and

ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Master Agreement, and shall not be attributable in any manner to County as a party to this Master Agreement.

136. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Master Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Master Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

137. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Master Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Master Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Master Agreement.

138. Notices. In order for a notice to a Party to be effective under this Master Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Transit Division
Attn: Deputy Director
1 North University Drive, Suite 3100A
Plantation, Florida 33324
Email address: tgarling@broward.org

FOR CONTRACTOR:

GIRO Inc./Le Groupe en Informatique et Recherche Opérationnelle
75 Port-Royal Street East, Suite 500
Montréal (Québec)
Canada H3L 3T1
Attention: Director, Business Relations
Email address: contract@giro.ca

139. Assignment. All Subcontractors must be expressly identified in this Master Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Master Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in

violation of this section shall be void and ineffective, constitute a breach of this Master Agreement, and permit County to immediately terminate this Master Agreement, in addition to any other remedies available to County at law or in equity. If County provides written consent to a transfer of Contractor's responsibilities, this Master Agreement shall be effective and shall be binding on Contractor's assigns, representatives, heirs and successors. County shall not assign, sublicense, or transfer this Master Agreement without prior written consent of Contractor.

13.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Master Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Master Agreement is substantial and important to the formation of this Master Agreement, and each is, therefore, a material term of this Master Agreement. County's failure to enforce any provision of this Master Agreement shall not be deemed a waiver of such provision or modification of this Master Agreement. A waiver of any breach of a provision of this Master Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Master Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.11. Compliance with Laws. Contractor must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations as applicable to Contractor and as applicable to this Master Agreement.

13.12. Severability. If any part of this Master Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Master Agreement and the balance of this Master Agreement shall remain in full force and effect.

13.13. Interpretation. The titles and headings contained in this Master Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Master Agreement. All personal pronouns used in this Master Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Master Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Master Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

13.14. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Master Agreement and any provision of Articles 1 through 13 of this Master Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

13.15. Dispute Resolution. The Parties agree to use all reasonable efforts to resolve any dispute, whether arising during, or at any time after the expiration or termination of this Master Agreement, which may affect or relate to this Master Agreement, promptly and in an amicable manner by good faith negotiations between the Parties. Either Party may refer any dispute to the other Party's representative by sending a written notice pursuant to Section 13.8 setting forth in sufficient details the nature of the dispute and the remedy sought ("Dispute Notice"). The Parties' representatives shall meet (in person or by telecommunication) as soon as reasonably possible after a Dispute Notice is referred to them, giving due regard to the nature and impact of the dispute under consideration. If the dispute is not so resolved within a time period that is satisfactory to any of the Parties, any Party may then exercise all rights, recourses, and remedies available to such Party under this Master Agreement or otherwise.

13.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Master Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Master Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Master Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS MASTER AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MASTER AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MASTER AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13.17. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Master Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Master Agreement and executed by duly authorized representatives of County and Contractor.

13.18. Payable Interest

13.18.1. Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Master Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

13.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the

annual rate of interest payable by County under this Master Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Master Agreement by reference. The attached Exhibits are incorporated into and made a part of this Master Agreement.

13.20. Counterparts and Multiple Originals. This Master Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.21. Force Majeure. Except as expressly provided otherwise in this Master Agreement, dates and times by which any Party is required to perform any obligation under this Master Agreement, other than payment obligations, shall be postponed if that the Party is prevented from doing so by circumstances beyond its reasonable control, subject to paragraph below. Such circumstances shall include acts of nature, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the fact, fire, communications line failures, power failures, earthquakes or other disasters. The Party prevented from rendering performance must notify the other Party promptly in writing and in reasonable detail of the commencement and nature of such circumstance and the probable consequences of it and other obligations of both Parties affected by this delay shall be adjusted accordingly. Each Party whose performance is delayed must use reasonable effort to perform its obligations in a timely manner, must employ all resources reasonably required in the circumstances and must obtain supplies or services from other sources if reasonably available.

13.22. Use of County Logo. Except for using County's name for a list of published customers, Contractor shall not use County's name, logo, or otherwise refer to this Master Agreement in any marketing or publicity materials without the prior written consent of County.

13.23. Federally Funded Contracts. Contractor shall comply with the Federally Funded Contracts Requirements attached hereto as Exhibit H as they apply to the Contractor and to the performance of the Services under this Master Agreement. The GIRO *HASTUS* procurement does not have a DBE Goal (0%).

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Master Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the day of _____, 2020, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

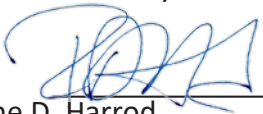
BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: **Neil Sharma** Digitally signed by Neil Sharma
Date: 2020.04.22 13:51:06
-04'00'

Neil Sharma (Date)
Assistant County Attorney

By:  4/22/2020

Rene D. Harrod (Date)
Deputy County Attorney

NS/RDH
GIRO Software Support Agreement
04/15/2020
498340.1

**MASTER AGREEMENT BETWEEN BROWARD COUNTY AND GIRO INC./LE GROUPE EN
INFORMATIQUE ET RECHERCHE OPERATIONNELLE**

CONTRACTOR

WITNESSES:

GIRO INC./Le Groupe en Informatique et
Recherche Operationnelle

jean.aubin@giro.ca Signature numérique de jean.aubin@giro.ca
DN : cn=jean.aubin@giro.ca
Date : 2020.04.21 16:53:20 -04'00'

By: _____

Signature

Authorized Signor

Print Name of Witness above

Jean Aubin, President

Print Name and Title

Signature

21st day of April, 2020

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A – Licensed Software

1. Software(s):

Name: *HASTUS-Vehicle, HASTUS-Crew, CrewOpt, HASTUS-Roster, Geo, HASTINFO, Comments and HASTUS-ATP.*

Version: 2010

2. Transit System: Broward County Transit Division (located in Broward County, Florida, U.S.A.)

3. Maximum number of Peak Vehicles authorized under this license: three hundred fifty (350). County currently is operating 293 Peak Vehicles.

4. Site (address): Broward County Transit Division
 1 N. University Drive, Suite 3100A
 Plantation, Florida 33324-2019

5. License Fees: The amount set forth in Exhibit B; conditions of payment described in Exhibit D of this Master Agreement.

6. Number of authorized protection keys and number of authorized concurrent users per protection key: 1 (one) protection key for a computer network with a maximum of seventy-nine (79) concurrent users.

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the duration of the Master Agreement unless otherwise expressly stated below. Any goods or services required under this Master Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Software Support and Maintenance Fees for Software listed in Exhibit A

Term	Invoicing	Annual Fees
Annual commencing on June 15, 2020, for Version 2010	Quarterly in advance	\$82,521 (version 2010 only)*
Year 1 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$120,288
Year 2 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$123,295
Year 3 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$126,377
Year 4 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$129,537
Year 5 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$133,423
Year 6 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$137,425
Year 7 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$141,548
Year 8 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$145,795
Year 9 after Final Acceptance of Version 2020 (or most current version)	Quarterly in advance	\$150,168

* This fee shall only apply until County upgrades to Version 2020 (or most current version) of the Software, at which point the annual amount for “Year 1 after Final Acceptance of Version 2020 (or most current version)” shall commence, this fee may increase no more than 3% annually each year of the Master Agreement provided GIRO provides written notice of the intended increase at least thirty (30) days’ prior to the anniversary date of the Effective Date upon which the increase will take place.

Any travel expenses or fees incurred by Contractor under this Master Agreement shall be the sole

responsibility of Contractor, unless otherwise expressly stated in this Master Agreement or applicable Work Authorization.

Optional Services – Option to Increase Number of Peak Vehicles

Regardless of the Software version currently in use, County has the option to increase the number of authorized Peak Vehicles, subject to a one-time license adjustment fee based on the year of increase and the corresponding parenthetical increase in the annual Support and Maintenance fee for each additional tier increment, as outlined in the following table (Support and Maintenance to be prorated for the remainder of the applicable annual period):

Incremental License Cost for Each Tier of Additional Peak Vehicles	Year 2020 (June 15, 2020 – June 14, 2021)	Year 2021 (June 15, 2021 – June 14, 2022)	Year 2022 (June 15, 2022 – June 14, 2023)	Year 2023 (June 15, 2023 – June 14, 2024)	Year 2024 (June 15, 2024 – June 14, 2025)
License cost (\$US) - 351 to 400 Peak Vehicles	\$57,881 (\$10,966)	\$60,775 (\$11,514)	\$63,814 (\$12,090)	\$67,005 (\$12,695)	\$70,355 (\$13,329)
License cost (\$US) - 401 to 450 Peak Vehicles	\$59,039 (\$8,528)	\$61,991 (\$8,954)	\$65,090 (\$9,402)	\$68,345 (\$9,872)	\$71,762 (\$10,366)
License cost (\$US) - 451 to 500 Peak Vehicles	\$57,881 (\$10,966)	\$60,775 (\$11,514)	\$63,814 (\$12,090)	\$67,005 (\$12,695)	\$70,355 (\$11,207)
License cost (\$US) - 501 to 600 Peak Vehicles	\$83,349 (\$13,276)	\$87,516 (\$13,940)	\$91,892 (\$14,637)	\$96,487 (\$15,369)	\$101,311 (\$16,137)
License cost (\$US) - 601 to 700 Peak Vehicles	\$82,191 (\$13,092)	\$86,301 (\$13,747)	\$90,616 (\$14,434)	\$95,147 (\$15,156)	\$99,904 (\$15,914)

The adjustment fees listed above are payable to GIRO no later than thirty (30) calendar days after County’s receipt of invoice. County will inform GIRO of the date County exceeds the number of Peak Vehicles then authorized per the license tiers above (i.e., each time County exceeds the following number of Peak Vehicles: 350, 400, 450, 500, 600, and 700). GIRO shall not send an invoice to County for the increased license cost or corresponding support and maintenance fee until the date identified by County.

Example 1: if the County was to increase its current Peak vehicle total to 700 Peak Vehicles in Year 2020, the total additional licensing cost would be a one-time fee of \$340,341 (which is the

total of each additional tier of incremental costs, namely \$57,881 + \$59,039 + \$57,881 + \$83,349 + \$82,191). Relatedly, the total Maintenance and Support fee would increase by \$56,558 (\$10,966 + \$8,528 + \$10,966 + \$13,276 + 13,092). The increase in Maintenance and Support fees shall be prorated for the remainder of Year 2020.

Example 2: if the County were to increase its licensing from a maximum of 400 Peak Vehicles to a maximum of 450 Peak Vehicles in Year 2021, a one-time licensing cost of \$61,991 would be charged to the County and the annual Maintenance and Support fees would increase by \$8,954. The increase in Maintenance and Support fees shall be prorated based on the applicable year of license purchase.

Optional Services – Professional Services

Description	Unit/Term	Invoicing	Fee*
Consulting (including Transition & Disentanglement Services)	Daily, half-day, or as agreed to in a Work Authorization	Pursuant to applicable Work Authorization	\$1,740/day, \$870/half-day, or as agreed to in a Work Authorization
Additional Training	Daily, half-day, or as agreed to in a Work Authorization	Pursuant to applicable Work Authorization	\$1,740/day, \$870/half-day, or as agreed to in a Work Authorization
One (1) round of installation, conversion, and migration (a “round” will be identified in the applicable Work Authorization)	Per Round	Monthly in arrears	\$4,170 per round

*For the duration of the Master Agreement, the fees set forth above for the types of Optional Services described in the first column above may increase no more than 3% annually each year of the Master Agreement.

Optional Services – Licenses for new Modules and Support and Maintenance

County may purchase and implement the following Software modules as “Optional Services” provided the Parties execute a Work Authorization and an amendment to the Master Agreement if necessary, setting forth the applicable terms:

Software Module	Implementation fee, License fee and Support and Maintenance Fee
HASTUS-Bid & HASTUS BidWeb	To be negotiated and included in a Work Authorization
HASTUS-DailyCrew & HASTUS-DailyVehicle	To be negotiated and included in a Work Authorization

HASTUS-SelfService	To be negotiated and included in a Work Authorization
HASTUS-EPM (Employee Performance Manager)	To be negotiated and included in a Work Authorization
HASTINFO-Web (licensed with HASTINFO)	To be negotiated and included in a Work Authorization
Other Software modules made available to other customers of GIRO	To be negotiated and included in a Work Authorization

Negotiation of Fees After Initial Term

The fees for Support and Maintenance of Version 2020 (or most current version) listed above shall be fixed for the duration of the Master Agreement, inclusive of any renewal terms. The fees for Professional Services listed above shall be subject to the 3% increase cap set forth above, inclusive of any Extension Term. Notwithstanding the foregoing, GIRO may increase the Support and Maintenance fees listed above for Version 2020 (or most current version), the Professional Services fees annual increase cap, or both, starting with the first Extension Term, provided GIRO:

1. Submits written notice to County at least ninety (90) days prior to the expiration of the Initial Term of an intent to increase Support and Maintenance fees or the Professional Services fees over the fixed fee amount (for Support and Maintenance) or the allowable annual percentage increase cap (for Professional Services);
2. Offers written justification to County of the proposed increase(s) for the first Extension Term, including providing comparable increases for similar contracts (County may request additional information that is not confidential, including, if applicable, GIRO proposals to other customers; GIRO may redact proposals to the extent necessary or may require customer approval to disclosure such information) within the United States entered into within the past eighteen (18) months; and
3. Agrees that any increase in Support and Maintenance fees or Professional Services fees for each subsequent Extension Term shall not exceed 3% annually and GIRO will continue to provide written notice to County of an increase for each subsequent Extension Term at least thirty (30) days' prior to the anniversary date of the Effective Date upon which the increase will take place.

Upon receipt of GIRO's request, County will review the proposed increases and set a negotiation meeting and, if agreed to by the Parties, to memorialize in writing (via amendment to this Master Agreement, if necessary) the Support and Maintenance fees and Professional Services rates for the first Extension Term. Should GIRO not provide sufficient notice as set forth above, the fixed fees (Support and Maintenance) and annual increase cap (Professional Services) shall remain as set forth in this Exhibit B for each Extension Term.

Exhibit C – Security Requirements

Software and Network Security. GIRO shall advise the County of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. 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. GIRO will mitigate cybersecurity vulnerabilities that could affect County's utilization of the Software or County's infrastructure and will apply a patch to remedy the vulnerabilities within sixty (60) calendar days or as otherwise agreed by the Parties. GIRO is not responsible for vulnerabilities in any third-party software. GIRO shall ensure the Software provides for role-based access controls.

Security and Access. GIRO will cooperate with the County and provide all information that the County requests in order to determine the appropriate security and network access restrictions and verify GIRO compliance with the County's security standards while on County's facilities. GIRO will not be provided direct access to the County's network and/or equipment. GIRO access will only be via a screen sharing session such as Skype or WebEx, etc. to the servers to perform installation will be provided as needed with a County resource present during the entire session. GIRO will not have access to the County's network or equipment once the screen sharing session has been terminated.

Connection to Network. 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. 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 Master Agreement, as determined in County's sole discretion, County may suspend Contractor's access to County's network immediately without notice.

Exhibit D - Support and Maintenance Minimum Standards

1. Definitions

As used in this Exhibit D:

11. **Defect** means a time when the Software does not (i) perform according to description given in the appropriate version of the Documentation or (ii) when performance of the Software is significantly reduced.

12. **Level 1 Defect** is a Defect that causes a non-substantial or non-essential part of the Software to be non-operational or to be subject to a significant performance decrease and causes some disruption to business activities. The Software is still usable with minor difficulty (e.g., by means of a reasonable workaround).

13. **Level 2 Defect** is a Defect that causes a non-substantial or non-essential part of the Software to be non-operational or to be subject to a significant performance decrease but causes no disruption to business activities.

All other capitalized terms not defined in this Exhibit D shall retain the meaning ascribed in the Master Agreement and/or the *HASTUS* License Agreement.

2. Services Provided

GIRO will provide County with the following services beginning on the Effective Date of the Master Agreement and conditioned on payment of charges for Support and Maintenance Services at the rates set forth in Exhibit B and the terms of the Master Agreement.

21 For a Level 1 Defect, GIRO will assign an employee to correct the Defect within one (1) business day after the County has reported the Defect. If the Defect is not corrected within one (1) business day after County has reported this Defect in writing to GIRO, GIRO will escalate the efforts by assigning additional resources to the Defect correction. Similar escalation will happen each business day following the notification of the Defect. GIRO will report daily in writing on the progress of the Defect correction, which resources are assigned, and when the Defect is expected to be corrected.

22 For a Level 2 Defect, a correction will be provided as part of a future maintenance release.

23 When reporting a Defect, County will provide a detailed description allowing GIRO to evaluate and reproduce the Defect. County will also indicate to GIRO the appropriate priority of the Defect (Level 1 or 2). If no priority is indicated by County, GIRO will determine which priority applies to the Defect according to the detailed description provided by County and will inform County in writing accordingly.

24 Correction of any Defect due to one or several of the following causes is excluded from the scope of Support and Maintenance Services: an accident; a disaster; faulty use of Software; inappropriate use of the Software; additions and/or modifications which are made to the Software by person(s) other than GIRO's personnel, except if these additions and/or modifications have been done with prior written approval by GIRO; a change to an unsupported version of the operating system or database management system; and failure to supply the necessary facilities for correct operation of the Software.

25 Electronic mail and telephone support are available during business hours (from 9 a.m. to 5 p.m. Eastern Time), excluding Quebec public holidays are as follows:

- New Year's Day (Jour de l'An): January 1
- Good Friday (Vendredi Saint): Variable date
- Easter Monday (Lundi de Pâques): Variable date
- National Patriots Day (Journée nationale des Patriotes): Monday preceding May 25
- Quebec National Holiday (Fête nationale du Québec, formerly Fête de la Saint-Jean-Baptiste): June 24
- Canada Day (Fête du Canada): July 1
- Labour Day (Fête du Travail): First Monday in September
- Thanksgiving (Fête de l'Action de grâce): Second Monday in October
- Christmas (Noël): December 25
- All days between Christmas and New Year's Day.

26 When the Geo module is included in the Software, the support required to assist in one annual conversion of the geographical data is included at no additional charges to County for these services. However, any Software modification required for the data conversion is not covered under Support and Maintenance Services and the additional costs will be invoiced or debited from County's bank of person-days (see Section 2.7).

27 Subject to payment of the Support and Maintenance fee set forth in Exhibit B, GIRO will provide County with a bank of seven (7) person-days (i.e., a full business day of one GIRO staff) of GIRO staff time at the beginning of each contract year, starting on the Effective Date. GIRO staff time can be used to perform tests on system operation, to make minor modifications to the Software, to train personnel on the County's premises, and to approve additions and/or modifications made by County. The use of these GIRO's seven (7) staff days is determined by the Contract Administrator or designee. Non-used days can be accumulated and used in subsequent years as long as the fees for Support and Maintenance Services are current. The time needed by GIRO personnel to perform modifications that are not Defects will be deducted from this seven (7) person-days bank. If the seven (7) days allotted have been completely used, the time necessary to perform any work requested by the County under this Exhibit, except for work required for "Defects" set forth above, will be charged to County by GIRO according to the rates set forth in Exhibit B.

28 GIRO will make available to County, without additional license fees to GIRO, all additions and improvements made to the Software for other customers with respect to which GIRO owns or is otherwise granted with sufficient rights to license the same to County, excluding new modules or new products. If requested in writing by County, they can be adapted and/or installed by GIRO on County's version of the Software without any additional license fees related to their purchase. New versions of the Software up to release 2012 are also available without additional license fees. Charges relative to the implementation, by GIRO, of any County's customizations in County's version of the Software that are not already included in the relevant new version of the Software will be payable by County at GIRO's then current rates and invoiced separately. Charges relative to the installation of these additions, improvements or new version by GIRO, if mutually agreed to in writing by GIRO's Authorized Representative and County's Contract Administrator, will be payable by County at GIRO's the rates set forth in Exhibit B and invoiced separately. Any charges relative to third party software licenses are also payable by the County. GIRO shall provide in writing its charges and third party charges prior to any such implementation or installation for written approval of the Contract Administrator. This Section 2.8 shall be deemed void and replaced in its entirety with Section 4.1 of the Master Agreement upon County upgrading to version 2020 or the most current version.

2.9 A Twenty Percent (20%) discount on the license fee is accorded to County when a new module of *HASTUS* is added to *HASTUS-Vehicle* and *HASTUS-Crew*. This discount is valid only if County has maintained Support and Maintenance Services without interruption since the initial installation of the Software, even if under a new contract. As of the Effective Date of this Master Agreement, County has complied with this provision of Exhibit D.

3. Term; Annual Fees and Payment.

3.1 The term of Support and Maintenance shall be concurrent with the term of the Master Agreement, inclusive of any renewals.

3.2 Annual fees for Support and Maintenance services are set forth in Exhibit B and applicable payment terms are set forth in Article 6 of the Master Agreement. The annual fee for Support and Maintenance Services includes all fees except for travel and living expenses that may be incurred. Non-covered fees must comply with Section 6.3 of the Master Agreement and must be approved in writing in advance by the Contract Administrator.

4. Warranty. GIRO warrants that the Support and Maintenance Services will be performed in a professional manner in accordance with recognized industry standards. County agrees that GIRO's sole liability and County's sole remedy with respect to any breach of this warranty shall be for GIRO to re-perform the defective Support and Maintenance Services such that those services comply with this warranty.

Exhibit E – Minimum Insurance Requirements

Project: Software License, Maintenance, and Support Agreement with GIRO Hastus
Agency: Transit Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000 \$2,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> CYBER LIABILITY	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	2 years \$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$100,000	\$2,000,000
<i>Description of Operations:</i> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


COLLEEN A. POUNNELL
40-224, 4th Street, 4th Fl.
St. Petersburg, FL 33702, tel: 813-892-1111
cell: 813-892-1111
2018.04.15.10:32:22.0450
 Risk Management Division

Exhibit F – Work Authorization Form
WORK AUTHORIZATION FOR MASTER AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Contractor”) pursuant to the Master Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Master Agreement, the provisions of the Master Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after County’s Notice to Proceed for the services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Goods/Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County


	Contract Administrator	Date
Project Manager	Date	Board and/or Designee
		Date

Contractor

	Signed	Date
Attest	Typed Name	
	Title	

Exhibit G – FTA Supplement

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



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



Broward County
TRANSPORTATION
DEPARTMENT –
TRANSIT DIVISION

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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 Board of County Commissioners of Broward County, Florida. "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.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between County and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

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

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the County to be in violation of the FTA terms and conditions. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS

- a) Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that County, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the Contract to County, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.
- c) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- d) Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Equal Employment Opportunity

- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(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 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.

- a) Compliance monitoring is conducted to determine if Contractor and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the Contractor to comply with this provision may result in the County imposing

penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE Contractor utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to County projects. The requirements of the DBE Program are applicable to all Contractors, general Contractors, and Subcontractors.
- c) Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

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

10. TERMINATION.

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

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

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

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

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

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

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

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

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

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

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL**(Please read each qualifying condition carefully.)****11. RECYCLED PRODUCTS**

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

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor s, 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

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.

- (i) 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. Contractor s 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.

- (i) 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. Contractor s and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the County, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (ii) 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 leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through Contractor in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24. DRUG AND ALCOHOL TESTING

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

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

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

25. PATENT AND RIGHTS IN DATA

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

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:
- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
 - A) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
 - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the

Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the County or Contractor using Federal assistance in whole or in part provided by FTA.
- C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the County and Contractor performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the County or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- D) Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- F) Data developed by the County or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the County or Contractor identifies that data in writing at the time of delivery of the Contract work.
- G) Unless FTA determines otherwise, Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
- 4) Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

- 3) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

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

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

Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS

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

28. SCHOOL BUS REQUIREMENTS

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

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rollingstock/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;
- 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.

35. VETERANS EMPLOYMENT

If this purchase order or Contract involves a capital project, Contractor agrees to comply with 49 U.S.C. 5325(K):

- a. To the extent practicable, Contractor agrees that it:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-recipients will:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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.

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: _____

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

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

OESBD Compliance Form DBEMUR 020113

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

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

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


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

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

The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

April 14, 2020
(Date)

jean.aubin@giro.

Authorized Signature


Signature numérique de jean.

aubin@giro.ca

DN : cn=jean.aubin@giro.ca

Date : 2020.04.21 12:09:18 -04'00'

Jean Aubin, President

Print Name and Title

GIRO Inc./Le Groupe en Informatique et

Recherche Opérationnelle

Name of Contractor

EXHIBIT 6: Buy America Certification

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

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.

April 14, 2020

(Date)

jean.aubin@giro.ca
Authorized Signature

Signature numérique de jean.aubin@giro.ca
DN : cn=jean.aubin@giro.ca
Date : 2020.04.21 12:10:02 -04'00'

Jean Aubin, President

Print Name and Title

GIRO Inc./Le Groupe en Informatique et
Recherche Opérationnelle

Name of Contractor

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

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

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

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

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

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

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

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).

EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

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

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

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

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

FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT OVER \$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.

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

(Name of Firm)

to be supplied _____ has complied with the above- referenced

(Name of Manufacturer)

requirements of Section 26.49 of 49 CFR Part 26.

(Authorized Signature)

(Date)

Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____