



**AGREEMENT BETWEEN BROWARD COUNTY AND OIC OF SOUTH FLORIDA, INC. FOR THE
TRANSIT TRANSITIONAL EMPLOYMENT PROGRAM**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and OIC of South Florida, Inc., a Florida not-for-profit corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On December 3, 2019, Item No. 73, the Board of County Commissioners of Broward County, Florida approved the Transit Transitional Employment (TTE) Program.

B. The TTE Program provides employment opportunities for people who are 18 years of age or older residing in targeted areas of low income, high unemployment, persons with disabilities and people participating in a state or local re-entry program, who have non-violent criminal record that does not include sexual offenses.

C. On February 22, 2022, the Board approved an agreement with Contractor for it to provide janitorial, maintenance, and miscellaneous cleaning services for the Broward County Transportation Department ("BCT") at identified transit transfer sites, bus stops, within the Broward County Municipal Services District, and park and ride lot locations (collectively, "BCT Facilities"), pursuant to the established scope of services ("Original Agreement").

D. The Original Agreement, as extended, expires by its terms on April 1, 2025, and County desires to continue having Contractor continue performing services under the terms of a modified agreement.

E. The Purchasing Division has recommended that Contractor be given a most reasonable source designation under the Broward County Procurement code in connection for the continuation of the services being performed under the Original Agreement, and the Board has approved such recommendation.

F. Negotiations pertaining to the services to be provided in this Agreement were undertaken between County and Contractor and this Agreement incorporates the results of such negotiations.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Director of the Transportation Department, the Deputy Director of the Transportation Department, or such other person designated by the Director of the Transportation Department in writing.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.6. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.7. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.8. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services"), and any Optional Services procured under this Agreement.
- 1.9. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.10. **Subcontractor** means an entity or individual providing Services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule/Price Sheet
Exhibit C	Minimum Insurance Coverages

ARTICLE 3. SCOPE OF SERVICES

Scope of Services. Contractor shall perform all Services including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable

part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through March 31, 2030 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the “Term.”

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Additional Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Extension Term not practicable, or that no Extension Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate (“Additional Extension”) on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Time is of the essence for Contractor’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount not to exceed Thirty-Seven Million Five Hundred Thousand Dollars (\$37,500,000).

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for Services under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from

a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided or in this Agreement, and then only in the amounts expressly provided for. Unless otherwise specified in this Agreement, expenses for which Contractor seeks reimbursement are subject to prior written authorization from the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) payment to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator; or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this 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.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to

solicit or secure this Agreement, and 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 Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement, including but not limited to wage rates and other factual unit costs.

6.5. 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 Agreement will not violate that statute. 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.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. 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 Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. 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 Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this 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.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County

may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C 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 Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

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

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, 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.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of 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).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

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

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services 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. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this 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. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. 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 Agreement for at least the duration stated in

Exhibit C; 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 Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

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

9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor's CBE or SBE participants by the Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination

in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this 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.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors may not 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 Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

10.4. No CBE goal has been established in connection with this Agreement but, to the extent Contractor utilizes any Subcontractors hereunder, Contractor is encouraged to utilize firms as Subcontractors that are certified by OESBD.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. 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 Applicable Law;

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

11.3.4. Upon expiration or termination of this 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 requirements of Applicable Law. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WANDA DEL TORO AT (954) 357-9721, WDELTORO@BROWARD.ORG, 1 N. UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this 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 and all Subcontractors shall make same available in written form at no cost to

County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all 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 Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. 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. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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 reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. 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 all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this 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 Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this 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 Agreement.

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

11.9. Notices. Unless otherwise stated herein, in order for notice to a Party to be effective under this 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). Address may be changed by the applicable Party by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Transportation Department
Attn: Coree Cuff Lonergan, Department Director
1 N University Drive, Suite 3100A
Plantation, Florida 33324
Email address: ccufflonergan@broward.org

FOR CONTRACTOR:

OIC-SFL, Inc.
Attn: Newton B. Sanon, President/CEO
3407 N.W. 9th Avenue, Suite 100
Oakland Park, FL. 33309
Email address: nsanon@oicsfl.org

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this 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 Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such

person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

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

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this 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 Agreement, such reference is to the section or article as a whole, including all subsections thereof, 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. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17. 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 Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This 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 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. 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 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).

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

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

11.25. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.27. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.28. Living Wage Requirement. Contractor is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code (in effect on the Effective Date of this Agreement). Accordingly, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.29. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.30. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and will use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least

five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or a Subcontractor) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one (1) year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.31. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Board action on the 1st day of April, 2025, and Contractor, signing by and through its President 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 _____, 20____

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

NATHANIEL A. KLITSBERG
By: KLITSBERG Digitally signed by NATHANIEL
A. KLITSBERG
Date: 2025.03.11 16:09:09
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Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

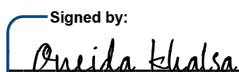
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AGREEMENT BETWEEN BROWARD COUNTY AND OIC-SFL, INC FOR
THE TRANSIT TRANSITIONAL EMPLOYMENT PROGRAM

CONTRACTOR

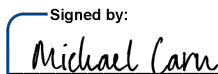
WITNESSES:

OIC-SFL, INC.

Signed by:

Signature

Oneida Khalsa

Print Name of Witness above

Signed by:

Signature

Michael Carn

Print Name of Witness above

Signed by:
By: 
Authorized Signor

Newton Sanon

President/CEO

Print Name and Title

7th day of March, 2025

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A

Scope of Services

Introduction & General Information

As part of County's Transit Transitional Employment (TTE) Program, Contractor will provide supplemental transit bus cleaning services for the Broward County Transit Division ("BCT") bus fleet at selected Transfer Sites and at BCT Garage Facilities as more fully described in this Scope of Services ("BCT Facilities").

The purpose of this Agreement is to have buses cleaned to level of quality outlined in this Scope of Services so that the buses are in acceptable condition for return to revenue service. Cleaner buses will promote a healthy and safer environment for riders and drivers, encourage public confidence in the bus service and increase ridership, while enhancing the appearance and image of the bus system. Effective cleaning measures will also help mitigate issues with pests.

The secondary purpose of this Agreement is to provide training and employment opportunities to adult residents of Broward County who have experienced barriers to employment, with a focus on the high unemployment and low-income areas of Broward County, residents with non-violent and non-sexual criminal infractions, and persons with disabilities. County will benefit by having more self-sufficient and productive members of society with quality self-help skills and employment opportunities.

Prior to commencement of any Services, BCT will provide one (1) orientation class to Contractor's lead staff covering vehicle safety in bus depots, general facility operation and an introduction to BCT managers and staff.

During the Term, BCT will acquire new buses which will replace retiring buses and result in little or no net increase in total buses being serviced by Contractor. Cleaning will be required for any new buses acquired. BCT reserves the right to add or remove buses to the daily cleaning schedule or modify the service time(s) per location as necessary.

1.0 BCT Overview and Site Locations

BCT operates twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year. There are approximately 375 buses in the BCT fleet with various models and four sizes ranging from 40 feet to 62 feet in length, which provide 45 weekday, 31 Saturday, and 29 Sunday fixed route services. Approximately 260 buses are stored nightly at the Copans Bus Depot and approximately 151 buses are stored nightly at Ravenswood Bus Depot. The quantity at each location is subject to change(s). Some of the buses have fabric seats, others have

non–fabric seats.

Below are the bus depot and transfer site locations and the Maintenance Supervisors’ Office phone numbers:

Bus Depots:

Copans – 3201 W. Copans Road, Pompano Beach FL 33069. (954) 357-8426.

Ravenswood – 5440 Ravenswood (Anglers Ave.) Road, Dania FL 33312. (954) 357-7729.

Bus Transfer Sites:

BCT Downtown Terminal – 101 NW 1st Ave, Fort Lauderdale, FL 33301

Lauderhill Mall – 1267 N. State Road 7, Lauderhill, FL 33313

West Regional Terminal – 100 N. Pine Island Rd, Plantation, FL 33324

Sawgrass Mills Mall – 12801 W. Sunrise Blvd, Sunrise, FL 33323

Daily BCT usage averages are as follows:

	AM Peak Hours 6 a.m. – 9 a.m. Monday – Friday	PM Peak Hours 4 p.m. – 7 p.m. Monday - Friday	Weekday Off-Peak Hours 8 p.m. – 4 a.m.	Saturdays	Sundays
Copans	185 buses	189 buses	134 buses	104 buses	86 buses
Ravenswood	85 buses	85 buses	78 buses	64 buses	48 buses
Total # Buses	270 buses	274 buses	212 buses	168 buses	134 buses

2.0 Contractor’s Responsibilities

Supplemental transit bus cleaning services shall include all necessary labor, materials, equipment, disinfectants, and supervision to perform the required tasks. Contractor shall have a supervisor present at all BCT Facilities while bus cleaning Services are being performed. The Supervisor shall be knowledgeable regarding the terms of the Agreement, service requirements, and job instructions. Contractor’s assigned supervisors shall conduct inspections verifying that the bus cleaning Services were performed to the standards provided for in this Agreement. Contractor’s supervisors shall oversee attendance and break compliance for Contractor’s staff performing Services.

2.1 Recruiting Standards

The following is the eligibility criteria for Contractor’s employees providing service under the TTE Program (the “Eligibility Criteria”):

- Broward County residents who reside in the Broward Municipal Services District (BMSD) and other economic distressed areas in Broward County with unemployment of 9.0% or higher (the “target area”) (See, Map enclosed as Attachment 2 to Exhibit A) and who:
 - have a household income less than \$56,160, or
 - have a documented disability.

OR

- Broward County residents who have a criminal record, excluding any criminal record relating to a violent or sexual offense.

One Hundred Percent (100%) of Contractor’s employees performing Services must meet the Eligibility Criteria. Contractor shall document its efforts and frequency and associated results, associated with recruitment of employees to perform the Services who meet the Eligibility Criteria.

If Contractor is unable to meet the 100% commitment stated in the preceding paragraph, Contractor must provide appropriate justification and documentation to the Contract Administrator demonstrating Contractor’s efforts to recruit eligible candidates and meet the 100% commitment. The Contract Administrator, after review of the submitted justification and documentation, may, in their sole and absolute discretion, grant approval for recruitment in other areas within Broward County experiencing high unemployment or low income. Notwithstanding any approved deviation from the 100% commitment, Contractor must, at a minimum, ensure that at least seventy percent (70%) of Contractor’s employees performing Services under this Agreement meet the Eligibility Criteria. Additionally, Contractor will be required to receive referrals from other non-profits and the Broward Sheriff’s Office (BSO) for consideration with hiring and maintain a log of all referrals. The log shall document or disclose the efforts, frequency and associated results to recruit eligible candidates from the Broward Municipal Services District (BMSD) and other economic distressed areas in Broward County that were performed to meet the hiring objective.

2.2 On-Call Staffing

Contractor shall maintain an on-call pool of available trained workers every day. On-call workers must be available to report to site within an hour of the designated start time and must work the full shift.

Contractor shall collect for each employee, documentation required to demonstrate that the employee meets the Eligibility Criteria, including background checks, proof of eligibility to work in the U.S., proof of disability, proof of income, and proof of residency in Broward County or the target area, as applicable. Contractor is required to maintain a log of eligible interested applicants who are not offered employment due to program space constraints.

2.3 Pathway to Employment Program

Contractor, in consultation with Contract Administrator , will evaluate the performance of
OIC of South Florida, Inc.

Contractor's employees to determine successful candidates for consideration for vacant Coach Service Attendant (CSA) positions. Contractor shall recommend to the Broward County Transit Director of Maintenance any notable candidates for consideration for employment with the County. Contractor's employees are eligible to be recommended for employment with the County if they have worked for Contractor as part of the TTE Program for a minimum of six months (6) and worked a minimum of four hundred eighty (480) hours.

2.4 Performance Measures

Successful performance under this Agreement will be evaluated by County using based on the following:

- Comprehensive in-depth interior cleaning on a daily basis (Goal: min. All buses nightly)
- Bus interior cleaning at Transfer sites on a daily basis
- Visual inspection for cleanliness. On daily basis, randomly inspect 5% of buses cleaned (Goal: 5%)
- BCT Customer survey results (Goal: 90%) *Yes responses on "Buses Clean" Question*
- Hiring employees who meet the Eligibility Criteria (Goal: 100%) *Minimum standard 70% if Contractor is unable to fully hire all employees who meet the Eligibility Criteria, with approval from the County.*
- Contractor recommending employees who perform Services (after six (6) consecutive months of employment and four hundred eighty (480) hours) for County employment opportunities

2.5 Cleaning Services

Contractor shall perform the supplemental cleaning services in various working environments consisting of, but not limited to, exposure to all weather conditions, including intense heat, rain, cold, and dust.

Contractor will provide, at its sole cost and expense, all supplies, chemicals, equipment or other items including safety vests, mops, buckets, or materials necessary perform the Services outlined in this Agreement. At BCT's option and discretion, Contract Administrator may choose to provide supplies, chemicals or equipment for use by Contractor pursuant to this Agreement. Contractor shall provide a cleaning checklist for Bus Depots, Transfer Sites, and Preventative Maintenance (PM) Deep Cleaning to be approved by the Contract Administrator. A cleaning checklist shall be submitted by Contractor as verification for all cleaning services provided for each bus.

Contractor will be responsible for the staging and storage of its cleaning materials, equipment, and supplies.

The cleaning activities must not interfere with revenue service hour operations.

CLEAN BUS INTERIORS REQUIREMENTS

Bus interiors must be free of dirt, dust, debris, residue, and water marks.

Supplemental Cleaning & PM Deep Cleaning at BCT Bus Depots

Required tasks include, but are not limited to:

- **General Cleaning:**
 - * Remove and clean debris from all interior bus areas, including the dashboard, operator's area, passenger seating areas, and window ledges (including tracks)
 - * Empty trash receptacles
 - * Remove gum from all surfaces
 - * Clean and remove all graffiti and stickers
- **Sanitizing & Wiping:**
 - * Spray with a sanitized cleaner and damp wipe the steering wheel, dash area (including gauges), and windshield.
 - * Sanitize and wipe down:
 - Access doors, partitions, stainless steel rails, handrails, stanchions, wastebaskets, and fareboxes.
 - Passenger seats, including between and on the top ledge.
 - Disabled seatbelts and return them to retractors.
- **Detailed Cleaning:**
 - * Access doors, partitions, stainless steel rails, handrails, stanchions, wastebaskets, and fareboxes.
 - * Passenger seats, including between and on the top ledge.
 - * Disabled seatbelts and return them to retractors.
 - * Interior of the air condition vents
 - * Vacuum cloth seats
- **Floor & Step Cleaning:**
 - * Sweep the interior of the vehicle.
 - * Mop and scrub bus floors, steps, and stepwells.
- **Disinfection:**
 - * Lightly mist the entire bus interior with an approved disinfectant.
 - * Directly mist hand contact surfaces, including handrails and seatbacks.
 - * Mist a towel before wiping the farebox.

DO NOT SPRAY ANY LIQUID MATERIAL DIRECTLY ON THE FAREBOX

Supplemental Cleaning at BCT Bus Transfer Sites:

Performed as time permits or as directed, including:

- Remove and clean debris from passenger seating areas and window ledges (including tracks).
- Empty trash receptacles.
- Sanitize and wipe down:
 - * Access doors, partitions, seats, stainless steel rails, handrails, stanchions, and fareboxes.
 - * Disabled seatbelts and return them to retractors.
- Access doors, partitions, seats, stainless steel rails, handrails, stanchions, and fareboxes.
- Disabled seatbelts and return them to retractors.
- Clean and sanitize customer accident areas (vomit, excrement, spillage, etc.).

All chemicals used by Contractor to perform transit bus cleaning services must be approved by BCT's Safety and Compliance Section prior to use.

3.0 Scheduled Cleanings

Contractor shall provide supplemental cleaning services for BCT buses (including out of service vehicles and spares) at BCT bus depots or transfer sites as specified under "Cleaning Services" in Section 2, Contractors Responsibilities, per the schedule noted in Attachment 4 to Exhibit A, which may be modified from time to time at BCT's discretion. Overall, the number of buses to be cleaned at each location, per shift, will vary based on the number of buses assigned and available to that depot or transfer site. At a minimum, a total of 50 buses will be cleaned per shift at each bus depot. Each BCT transit bus will be cleaned at a minimum twice every month at each depot. Contractor shall complete supplemental bus interior cleaning of at least 50% of buses arriving at transfer sites on a daily basis.

For service occurring at BCT bus depot locations, BCT Skilled Trade Supervisor's or designee shall provide Contractor a daily list of buses to be cleaned and a place to fill mop buckets and rinse mop buckets with water.

Contractor shall provide the designated number of employees and one supervisor per Attachment 4 to Exhibit A. Contractor shall provide one (1) floating Supervisor for the Lauderhill Mall, BCT Sawgrass Mills Mall and West Regional Terminal Transfer Sites.

The County reserves the right to adjust the day(s) or time(s) at which the services shall be provided or to expand, reduce, or modify the locations of service based upon the needs of the County. The County and Contractor shall confer regarding implementing any such changes.

4.0 Verification

AT EACH BUS DEPOT LOCATION:

Daily upon arrival at each bus depot, Contractor's Supervisor shall report to the Maintenance Supervisors' Office.

Contractor's personnel must complete a Bus Interior Cleaning Checklist (Attached to Exhibit A) for each bus serviced. Contractor's Supervisor is responsible for verifying that buses were cleaned per requirements. Both employees (the cleaner and the supervisor) will sign off on the Bus Interior Cleaning Checklist for each bus serviced. **The Bus Interior Cleaning Checklist will be used to verify Contractor's invoices.**

Daily, at the end of each shift and completion of the services at each bus depot, Contractor's Supervisor shall again report to the Maintenance Supervisors' Office to provide a summary of any remaining Services to be performed, report any problems and submit all completed and signed Bus Interior Cleaning Checklists for sign-off by the Maintenance Supervisor on duty.

The Maintenance Supervisor on duty shall copy the checklists, retain a copy for BCT records and return a copy to Contractor.

Note: **The BCT Maintenance Supervisor on duty must also sign the Bus Interior Cleaning Checklists.**

AT EACH BUS TRANSFER SITE LOCATION:

Upon arrival, and prior to starting services at each bus transfer site location, Contractor's Supervisor shall enter a parked bus and contact the radio room to "sign in" all of Contractor's staff.

Upon exiting each bus, Contractor's staff shall identify which tasks were performed on the Bus Interior Cleaning Checklist and sign the form upon completion.

Contractor's Supervisor shall collect all Bus Interior Cleaning Checklists. The completed Bus Interior Cleaning Checklists shall be submitted to the BCT Project Manager daily or weekly as agreed by BCT and Contractor.

5.0 Inspections and Quality Assurance

All services or tasks performed under the Agreement shall be subject to inspection and acceptance by BCT while the Services are in progress or after its completion. If any of the items described in Contractor's Responsibilities (Section 2) are determined to be unsatisfactory (does not meet standards) or is found to be otherwise not in accordance with the requirements of the

Agreement, Contract Administrator shall notify Contractor, which shall promptly implement corrective action and schedule a re-inspection.

The BCT Maintenance Supervisor will be the sole judge as to the acceptability of the Services and reserves the right to evaluate at a minimum on a quarterly basis the progress of this Agreement in terms of effectiveness and safety, and to require such changes as are necessary. Contractor shall take prompt action to correct all identified deficiencies.

Contractor shall provide periodic monthly reports to BCT staff reviewing project performance and identifying opportunities for improvements and enhancements.

6.0 Materials

Contractor shall provide the necessary materials for cleaning per the requirements specified under "Cleaning Services" in Section 2, Contractors Responsibilities. This will consist of, but is not limited to, items such as cleaning chemicals, disinfectants, wipes, gloves, vacuum cleaners, safety glasses, and putty knives.

All chemicals used by Contractor to perform transit bus cleaning services must be approved by BCT's Safety and Compliance Section prior to use. Contractor must submit EPA documents including Safety Data Sheets (SDS) for any chemicals utilized in servicing this Agreement for approval prior to use to BCT's Safety and Compliance Section.

Attachment 1 to Exhibit A lists current products that are approved by BCT for bus cleaning and their use.

At BCT's option and discretion, BCT may choose to provide supplies, chemicals or equipment for use by Contractor to perform supplemental transit bus cleaning services pursuant to the Agreement.

7.0 Cleaning of Site

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Services performed. Upon completion of the Services, waste materials, rubbish, tools, equipment, machinery and surplus materials shall be removed from the job. All building surfaces and work areas are to be left "broom clean".

8.0 Waste Removal

Contractor shall dispose of all trash and other waste generated in the course of performing services under this Agreement. ALL disposals will be in accordance with County, State and Federal laws and regulations. There are dumpsters on the property for garbage disposal.

9.0 Lost and Found

All lost and found articles/items shall be turned in daily to the BCT Maintenance Supervisors' Office at each depot or to a specified designee or location and noted on the Bus Interior Cleaning Checklist.

10.0 Managerial Approach

Contractor will ensure that the persons responsible for Contractor's performance of the Services are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement.

11.0 Training

All of Contractor's employees performing Services must be trained and certified in OSHA Right to Know, SDS Training, Hazcom, and Personal Protective Equipment outlined in the Training Plan (Attachment 3 to Exhibit A) prior to performing under this Agreement. The cost of this training is the responsibility of Contractor. Contractor will issue and maintain certificates of completion for this training for all personnel assigned to perform Services. Contractor shall submit to the Contract Administrator documentation demonstrating compliance with all training and certification requirements prior to the employee beginning Services.

If it is determined by BCT that untrained personnel were utilized to perform Services, payment for buses cleaned by such personnel will be withheld pending confirmation by Contractor and BCT Staff that training has been completed.

Contractor shall provide specialized job readiness classes, vocational training, job skills training, and future job placement assistance for all employees performing Services for more than thirty (30) calendar days. Updated training reports shall be provided to the Contract Administrator monthly indicating the name of class(es), class objective and quantity of training hours offered to each employee.

12.0 Dress Code

Each of Contractor's employees shall be properly dressed in closed-toed shoes, long pants, and sleeved shirts (clean and not torn) that identify the worker as an employee of Contractor at all times. Safety vests must be worn by each employee at BCT Depot locations after 6 p.m.

Contractor shall determine and provide personal protective clothing and equipment (including safety vests, gloves, dust masks, and sleeved shirts) required for the safe performance of the Services.

Contract Administrator may request removal of any Contractor personnel not properly uniformed, not donned in appropriate protective clothing, without a proper identification badge, or displaying unprofessional conduct.

No personal radios, earbuds, headphones, Bluetooth devices, or other devices that impair hearing are permitted to be worn by any Contractor personnel at any time while at a BCT Facility.

13.0 Identification Badges

BCT Contractor ID badges must be obtained for all Contractor employees performing services under this Agreement and must be worn at all times while on BCT property. Contractor is responsible for completing an application packet for each employee expected to be on BCT property. BCT will not provide ID badges to individuals with certain criminal charges on their record. Contractor must allow at least ten (10) business days for the application process. No Contractor employees will be allowed on BCT property without a valid BCT Contractor ID Badge. BCT Contractor ID Badges are the property of BCT and must be returned to BCT when one of Contractor's employees ceases providing services pursuant to this Agreement. Contractor shall always maintain and promptly provide to BCT an up-to-date list of employees performing on-site service under this Agreement.

Contractor's vehicles shall be distinctly labeled with the company name and only parked in the spaces identified and marked for contractor/vendor parking. Absolutely no parking is permitted in bus lanes.

No unauthorized personnel or visitors will be permitted to enter BCT property without permission from BCT.

14.0 Restrictions

At **no** time will Contractor's personnel be permitted to start or operate any BCT bus or vehicle. **No** use of water hoses is allowed inside the bus or vehicles. Contractor may not store any containers, full or empty, inside or on the grounds of any BCT Facility.

15.0 Safety and Health

Contractor shall take all necessary precautions to ensure public and employee safety throughout the performance of this Agreement. Contractor shall not use any product that has not been reviewed and approved by BCT's Safety and Compliance Section. Contractor shall provide two (2) complete sets of SDS for all products utilized in conjunction with the Agreement prior to product use. Contractor must also provide red containers approved for biohazard waste.

All Services shall comply with the applicable federal, state, county and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of Services. Contractor shall hold BCT harmless for any action on its part or that of its employees that result in illness or death.

16.0 Reporting

Contractor shall be responsible for submitting monthly invoices and progress reports on recruiting/staffing, output, and training (hours and courses completed) for all employees performing under this agreement. Contractor shall have two (2) authorized signatures confirming the accuracy of timesheets, worksheets, and invoices submitted to Broward County Transit for payment.

17.0 Record Keeping

Contractor shall be responsible for maintaining an electronic file or logbook of all vehicles serviced under this contract. These records shall be kept current and maintained after each visit by Contractor. Each electronic file or logbook shall contain at least the following:

1. A copy of the service schedules for each location.
2. Copies of Bus Interior Cleaning Checklists including any corrective actions taken.
3. Annotations indicating any emergency services or special requests performed.
4. Contractor's service report forms documenting arrival and departure time of Contractor's personnel performing services under this Agreement.

This documentation shall be made available to BCT at any time during the term of the contract and until such time that final payment is made. Contractor shall retain files and documentation to comply with the State of Florida Records Retention Policy.

Attachment 1 to Exhibit A

Products that are approved for bus cleaning by BCT and their use:

Partial Products List

1. Nutramax (Manufactured by TheoChem)

Product use is as follows:

- Kills viruses, remove stains, and deodorizes.

2. T-5 Purple Degreaser (Manufactured by TheoChem)

Product use is as follows:

- Removes Grime, Grease, and Soot

3. Kleer-View Non Amoniated Cleaner (Manufactured by TheoChem)

Product use is as follows:

- Cleans windows, windshield, and glass

4. Gum-Out (Manufactured by Gator Chemical)

Product use is as follows:

- Dissolves gum for easy scraping

5. Graffiti Mark & Stain Remover (Manufactured by Simoniz)

Product use is as follows:

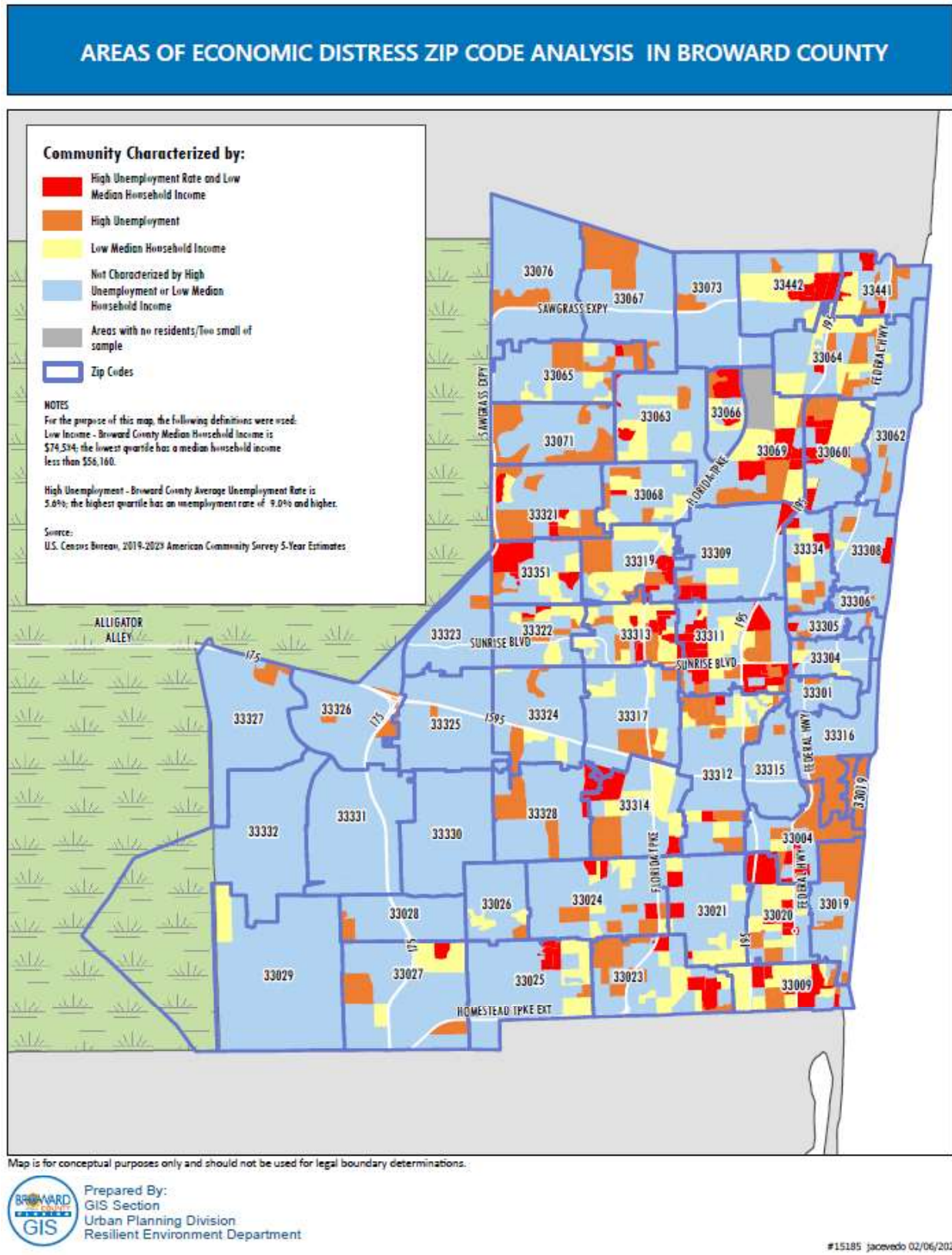
- Removes writing and stickers

6. Refillable Biohazard Response Kits (Manufactured by PIG)

Product use is as follows:

- Portable biohazard spill response kit

Attachment 2 to Exhibit A – Target Area Map



Attachment 3 to Exhibit A – Training Plan

Job Readiness Training (specialized bus cleaner training). Job readiness training course provides the KSAs needed to perform the Bus Cleaner job. All incumbents will be trained on the job specific tasks and the detailed work activities necessary within the context of the job and will be informed of the requirements to become a Coach Services Attendant with Broward County.	40 hours
OSHA 10 General Industry The 10-hour General Industry Outreach Training will provide broad awareness on recognizing and preventing hazards on the worksite. Students will be introduced to OSHA policies, procedures and standards as well as general industry safety and health principles and work practices covered in OSHA Act Part 1910. Special emphasis will be placed on areas most hazardous using OSHA standards as a guide.	10 hours
Safety Data Sheet (SDS) Training This training will provide instruction on all chemical labels and products in the SDS on the worksite. To ensure employees have the information they need to better protect themselves from chemical hazards in the workplace during the transition period, it is critical that employees understand the new label and SDS formats.	4 hours (OIC will prepare SDS document to be posted and available at the jobsite)
Hazard Communication Safety Training This training will ensure chemical safety in the workplace, information about the identities and hazards of the chemicals so that it is understandable to all workers.	4 hours
Safety Orientation/Personal Protective Equipment/Safety Orientation for Janitorial Services; Review of Safety Manual and Site Specific Safety Practices. This training will cover all Personal Protective Equipment that will be utilized on site to safeguard the protection of staff, the OIC Safety Manual and the Broward County Safety Guidelines, processes and procedures to be followed, that include: Safety Mindset; Slips, Trips & Falls; Back Safety; Personal Protective Equipment; Hazard Communication; Fire Safety; Electrical Safety; and First Aid.	10 hours
NCRC Work Keys ACT-NCRC measures and certifies the essential work skills needed for success in jobs across industries and occupations. Upon completion of training, and after the first 3 months of employment, all workers will be required to take this assessment. Based on scores, further training may be required.	4 hours

Attachment 4 to Exhibit A

SUPPLEMENTAL CLEANING SCHEDULE OF SERVICES					
A. Bus Depot Sites					
Item	Shift	Staffing	Days	Time	Locations
1.	Morning	3 Employees	Monday – Friday (5 Days)	8:00 AM – 1:30 PM <u>Break</u> 11:00 – 11:30	Ravenswood – 5440 Ravenswood Road, Dania Beach, FL 33312 - (954) 357- 7729
2.	Day	3 employees	Monday – Friday (5 Days)	11:00 AM – 4:30 PM <u>Break</u> 2:00 2:30	A. Ravenswood – 5440 Ravenswood Road, Dania Beach, FL 33312 - (954) 357- 7729
3.	Night	14 Employees 1 Supervisor	Monday – Sunday (7 Days)	10:00 PM – 4:00 AM <u>Break</u> 1:00 – 1:30	A. Ravenswood – 5440 Ravenswood Road, Dania Beach, FL 33312 - (954) 357- 7729
4.	Weekend Day	14 Employees 1 Supervisor	Saturday and Sunday (2 Days)	12:00 PM – 6:00 PM <u>Break</u> 3:00 – 3:30	A. Ravenswood – 5440 Ravenswood Road, Dania Beach, FL 33312 - (954) 357- 7729
5.	Morning	3 Employees	Monday – Friday (5 Days)	8:00 AM – 1:30 PM <u>Break</u> 11:00 – 11:30	Copans – 3201 West Copans Road, Pompano Beach, FL 33069 - (954) 357-8426
6.	Day	3 employees	Monday – Friday (5 Days)	11:00 AM – 4:30 PM <u>Break</u> 2:00 – 2:30	Copans – 3201 West Copans Road, Pompano Beach, FL 33069 - (954) 357-8426
7.	Night	16 Employees 1 Supervisor	Monday – Sunday (7 Days)	10:00 PM – 4:00 AM <u>Break</u> 1:00 – 1:30	Copans – 3201 West Copans Road, Pompano Beach, FL 33069 - (954) 357-8426
8.	Weekend Day	16 Employees 1 Supervisor	Saturday and Sunday (2 Days)	12:00 PM – 6:00 PM <u>Break</u> 3:00 – 3:30	Copans – 3201 West Copans Road, Pompano Beach, FL 33069 - (954) 357-8426

SUPPLEMENTAL CLEANING SCHEDULE OF SERVICES					
<u>B. Bus Transfer Sites</u>					
Item	Shift	Staffing	Days	Time	Locations
1.	Day	6 Employees 1 Supervisor	Monday – Sunday (7 Days)	11:00 AM – 4:30 PM <u>Break</u> 1:00 – 1:30 1:30 – 2:00 2:00 – 2:30	BCT Downtown Terminal - 101 NW 1 st Ave, Fort Lauderdale, FL 33301
2.	Day	3 Employees	Monday – Sunday (7 Days)	11:00 AM – 4:30 PM <u>Break</u> 1:00 – 1:30 1:30 – 2:00 2:00 – 2:30	Lauderhill Mall – 1267 N. State Road 7, Lauderhill, FL 33313
3.	Day	3 Employees	Monday – Sunday (7 Days)	11:00 AM – 4:30 PM <u>Break</u> 1:00 – 1:30 1:30 – 2:00 2:00 – 2:30	West Regional Terminal – 100 N. Pine Island Road, Plantation, FL 33324
4.	Day	3 Employees	Monday – Sunday (7 Days)	11:00 AM – 4:30 PM <u>Break</u> 1:00 – 1:30 1:30 – 2:00 2:00 – 2:30	Sawgrass Transfer Site – 12801 West Sunrise Blvd., Sunrise, FL 33323
G. OIC shall provide a rotating Supervisor for Lauderhill, West Regional and Sawgrass Transfer Sites					

EXHIBIT B Payment Schedule/Price Sheet

The rates and amounts specified below shall be in effect for the entire Term (inclusive of the Extension Terms, if exercised by County). The Unit Rates specified for 2031 shall apply from January 1, 2031, through March 31, 2032, if the applicable Extension Terms are exercised. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule/Price Sheet shall be deemed to be included by Contractor, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Deliverables shall only be invoiced upon satisfactory completion of the applicable Deliverable as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount minus the applicable Retainage.

	2025 Hours	Unit Rate(s)	Cost of Direct Labor	2026 Hours	Unit Rate(s)	Cost of Direct Labor	2027 Hours	Unit Rate(s)	Cost of Direct Labor
Depot Garage Hours	99809	\$ 31.97	\$ 3,190,893.73	104800	\$ 32.93	\$ 3,451,064.00	110040	\$ 33.92	\$ 3,732,556.80
Transit Transfer Hours	31501	\$ 31.53	\$ 993,226.53	33076	\$ 32.48	\$ 1,074,308.48	34730	\$ 33.45	\$ 1,161,718.50
Total Cost			\$ 4,184,120.26			\$ 4,525,372.48			\$ 4,894,275.30
				5% increase	3% increase		5% increase	3% increase	

2028 Hours	Unit Rate(s)	Cost of Direct Labor	2029 Hours	Unit Rate(s)	Cost of Direct Labor	2030 Hours	Unit Rate(s)	Cost of Direct Labor	2031 Hours	Unit Rate(s)	Cost of Direct Labor
115542	\$ 34.94	\$ 4,037,037.48	121319.1	\$ 35.99	\$ 4,366,274.41	127385	\$ 37.07	\$ 4,722,161.95	133754	\$ 38.18	\$ 5,106,727.72
36467	\$ 34.45	\$ 1,256,288.15	38290	\$ 35.48	\$ 1,358,529.20	40204	\$ 36.54	\$ 1,469,054.16	42214	\$ 37.64	\$ 1,588,934.96
		\$ 5,293,325.63			\$ 5,724,803.61			\$ 6,191,216.11			\$ 6,695,662.68
5% increase	3% increase		5% increase	3% increase		5% increase	3% increase		5% increase	3% increase	

Current Monthly Hours	6725
2025 Initial Term Projection Monthly Hours (47% Increase)	10943
Total Initial Term Hours	131310
Total 7-Year Projection Bus Depot Hours	812,649.10
Total 7-Year Projection Transit Hours	256,482.00
Total 7-Year Projection Hours	1,069,131.10
Total 7-Year Projection Cost of Labor Garage Hours	\$ 28,606,716.09
Total 7-Year Projection Cost of Labor Transfer Hours	\$ 8,902,059.98
Total 7-Year Cost of Labor	\$ 37,508,776.07
Current Depot Garage Hourly Rate	\$ 30.00
Current Transit Transfer Hourly Rate	\$ 29.91
Projected 2025 Depot Garage Hourly Rate (6% increase)	\$ 31.97
Projected 2025 Transit Transfer Hourly Rate (5% increase)	\$ 31.53

EXHIBIT C


MINIMUM INSURANCE REQUIREMENTS

Project: Transit Transitional Employment (TTE) Program, Bus Cleaning Services
Agency: Transportation Department

TYPE OF INSURANCE	ADDL INS	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
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>			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 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"/> 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	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim: *Maximum Deductible:		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN POUNALL
 Date: 2024.11.13
 13:15:51 -05'00'
 Risk Management Division