Solicitation V1380512P1

Transit Mobile Ticketing and Fare Card Interoperability System

Bid Designation: Public

Broward County Board of County Commissioners
Bid V1380512P1
Transit Mobile Ticketing and Fare Card Interoperability System

Bid Number: V1380512P1
Bid Title: Transit Mobile Ticketing and Fare Card Interoperability System

Bid Start Date: Jan 12, 2016 5:27:07 PM EST
Bid End Date: Feb 12, 2016 5:00:00 PM EST
Question & Answer End Date: Jan 28, 2016 5:00:00 PM EST

Bid Contact: Marie Williams
954-357-5856
mariwilliams@broward.org

Bid Contact: Princess Brown
954-357-6067
prbrown@broward.org

Contract Duration: 5 years
Contract Renewal: 5 annual renewals
Prices Good for: Not Applicable
Pre-Bid Conference: Jan 21, 2016 10:00:00 AM EST
Attendance is optional
Location: Broward County Government Center à West
1 N. University Drive
Suite 3100A (Breeze Room)
Plantation, FL 33324

Attendance at the Pre-Submittal conference is optional. This information session presents an opportunity for proposers to clarify any concerns regarding the solicitation requirements.

If you require any auxiliary aids for communication, please call 954-357-6066 so that arrangements can be made in advance.

Bid Comments: Broward County and Palm Beach County are seeking proposals, pursuant to the Agreement between Broward County and Palm Beach County for Joint Purchase Transit Fare Interoperability executed on June 24, 2014, from qualified firms to provide and implement a Transit Mobile Ticketing and Fare Card Interoperability System for the major transit agencies that serve the South Florida urbanized area.

This solicitation is open to the general marketplace.

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

Added on Feb 3, 2016:
Addendum No. 2:
Pricing Sheets has been replaced in its entirety by Addendum No. 2, Pricing Sheets.

Addendum #1

Previous End Date: Feb 5, 2016 5:00:00 PM EST
New End Date: Feb 8, 2016 5:00:00 PM EST
Addendum # 2

| New Documents | Addendum No. 2, Pricing Sheets, V1380512P1 Transit Mobile Ticketing and Fare Card Interoperability System.xlsx |
| Removed Documents | Pricing Sheets, V1380512P1 Transit Mobile Ticketing and Fare Card Interoperability System.xlsx |

Addendum # 3

| Previous End Date | Feb 8, 2016 5:00:00 PM EST | New End Date | Feb 12, 2016 5:00:00 PM EST |

Item Response Form

| Item | V1380512P1--01-01 - Transit Mobile Ticketing and Fare Card Interoperability System |
| Quantity | 1 each |
| Prices are not requested for this item. |
| Delivery Location | Broward County Board of County Commissioners  |
| PC0029  |
| PURCHASING DIVISION  |
| ROOM 212 PHONE (954) 357-6065  |
| 115 S ANDREWS AVENUE, ROOM 212  |
| FORT LAUDERDALE FL 33301  |
| Qty | 1 |

Description

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

INTRODUCTION/BACKGROUND

This is a joint procurement by Broward County and Palm Beach County to obtain services from a single vendor to implement new fare collection technologies for transit. The new fare collection technologies will complement existing fare collection technologies by adding a comprehensive, secured end-to-end Mobile Ticketing system along with the capability of accepting the EASY Card. Broward County and Palm Beach County each own and operate their own public transit systems. Broward County Transit shall be referred to as “BCT” and Palm Beach County’s public transit system shall be referred to as “Palm Tran.” Broward County and Palm Beach County intend to implement this project with coordination from Miami-Dade County and South Florida Regional Transit Authority (SFRTA). Miami-Dade County operates its own public transit system to be referred to as “MDT”. SFRTA operates the regional commuter rail known as the Tri-Rail. The EASY Card system is a fare collection technology currently used by both MDT and SFRTA in South Florida.

The advancement in transit technology in recent years has pushed Mobile Ticketing to the forefront. A number of major transit systems in the United States have recently adopted new fare payment technology called Mobile Ticketing. Mobile Ticketing technology is a cost effective solution that reduces the need for costly infrastructure investment by conducting transactions via the customer’s smart phone, reduces the need for the customer to wait in line to purchase fare cards, and helps to gather important rider data.

In 2011, Florida Department of Transportation (FDOT) District 4 assisted Broward County and Palm Beach County in evaluating the technical feasibility of integrating their existing fare collection systems with the EASY Card system. MDT has been operating EASY Card since October 1, 2009. In February 2011, SFRTA implemented an extension of the MDT EASY Card system to enable the use of the EASY Card for Tri-Rail passengers from all three counties, Miami-Dade, Broward and Palm Beach.

BCT and Palm Tran believe that the benefits of Mobile Ticketing technology are significant and critical to each system’s ability to attract new riders and grow ridership in the future. While the introduction of this new technology is a priority, both BCT and Palm Tran also want to take advantage of the existing EASY Card system and allow regional customers the option of using the EASY Card to ride BCT and Palm Tran. It is BCT’s and Palm Tran’s strategic goal to increase ridership on their public transit systems, and as a means to increase ridership, BCT and Palm Tran envision providing greater fare payment options, convenience and flexibility for their transit riders.

BCT and Palm Tran are participating in this joint procurement and intend to enter into a single contract with the successful vendor that will accommodate separate and independent purchase orders and payments for each County’s purchases.

On June 24, 2014, the Agreement between Broward County and Palm Beach County for Joint Purchase Transit Fare Interoperability was executed.
SOCIOECONOMIC DEVELOPMENT

BCT and Palm Tran are jointly seeking a proposal from qualified firms who have proven capabilities to develop, implement, support, operate and maintain a comprehensive and secured end-to-end Mobile Ticketing system along with the capability of accepting the EASY Card.

The goals of this BCT and Palm Tran joint procurement are twofold. The first goal is to fully implement a Mobile Ticketing solution with all necessary equipment and back office support on both BCT and Palm Tran bus fleets. The second goal is to have the capability to accept the EASY Card on BCT and Palm Tran buses.

Objectives for the Mobile Ticketing System are:

- Institute a robust and flexible platform to support single and multi-agency fare transactions (ticket types, prices, validity and expiration).
- Support existing pass products and single trip payments.
- Support future pass products and programs.
- Implement a progressive and dynamic technology solution that supports Proof-of-Payment (POP).
- Support open architecture and be extensible to support new technologies as they mature in the industry.
- Ensure convenience and ease of use for all customers.
- Make the boarding process easier for bus operators and customers.
- Reduce onboard fare processing time to improve on-time performance.
- Address the issue of fare validation and verification of single and multipass tickets in an effective approach that does not compromise the rider’s experience.
- Use centralized server/account-based fare payment processing.
- Provide accurate revenue management and accountability of all fare transactions.
- Provide accurate and timely ridership and revenue data that can support detailed analysis and reporting of transit trends among riders.
- Integrated reporting of fare collected through existing GFI farebox and the new Mobile Ticketing device.
- Ensure optimized functionality in a challenging environment for network connectivity onboard the buses.
- Comply with existing payment industry standards including the Payment Card Industry Data Security Standard (PCI DSS).
- Protect customer privacy and transaction security by complying with the security standards of the financial payments industry, ensuring the security and confidentiality of customer information and protecting it against threats or hazards.
- Achieve cost efficiencies through the reduction of cash handling, number of forms of fare media and operating cost.
- Future integration of credit card payments with our present Point of Sale (POS) system at BCT locations.
- Project Manager must participate for the entire project from start to finish as proposed, as the Project Manager.
- Reduce the use of cash for fare payment onboard buses to minimize dwell time and to reduce business expenses in handling cash.
Maximize the reach to customers while minimizing the reliance on retail distribution network.

Approximately 235,000 transit riders annually transfer from BCT and Tri-Rail locations to Palm Tran. Approximately 600,000 riders annually transfer from Palm Tran, MDT and Tri-Rail/SFRTA to BCT. In the process of creating seamless travel for transit riders throughout the three county region, Miami-Dade, Broward and Palm Beach County. BCT and Palm Tran recognize the need for their public transportation systems to have the ability to accept fares and transfers between their respective transit systems. BCT and Palm Tran desire to have the ability to accept EASY Card for individual transit fares and transfers between each transit agency’s transportation services. The use of the EASY Card between the four South Florida transit agencies will improve the customer experience and will assist in attracting additional transit riders.

Objectives for accepting the EASY Card are:

- Provide Broward and Palm Beach with the ability to accept the EASY Card as a method of cashless fare collection on the BCT and Palm Tran buses. BCT will accept the EASY Card as payment for a BCT single trip passenger fare or the appropriate BCT transfer fare. Palm Tran will accept the EASY Card as payment for Palm Tran single trip passenger fare or the appropriate Palm Tran transfer fare.
- BCT and Palm Tran will not sell or distribute the EASY Card nor be responsible for customer service related to the EASY Card.
- Improve the customer transit experience for EASY Card customers transferring to and from all four agencies.
- Leverage the existing GFI fare boxes and existing on-board equipment. In the event that a replacement farebox solution is deemed best for the needs of the business, Broward County and Palm Beach shall each independently have the option, but not the obligation to replace their fareboxes.
- Implement fare devices and supporting communication systems which have the capability of sending the necessary data for each revenue day to MDT, in a format acceptable to MDT.
- Design and test, or cause to be designed and tested, the communication system to support the processing of information relating to the EASY Card use on BCT and Palm Tran transit vehicles between the central computers maintained by BCT and Palm Tran and the central computers maintained by MDT.
- Establish back-office functionalities that can submit data for each revenue day to MDT, in a format acceptable to MDT. The data shall identify each trip that was taken on a BCT or Palm Tran vehicle and the fare that was utilized for the trip.
- Communicate with existing EASY Card back office in MDT, which processes and handles EASY Card transactions, auto load assignments and tracking of E-Cash purse activity, hotlist, accounting and reconciliation processes.
- The selected vendor will work with MDT to develop a method to load the EASY Card Encryption Keys (EKs) to the proposed reader/validator without compromising the EASY Card system integrity and security.
- The selected vendor along with BCT and Palm Tran will work with MDT to establish separate fare tables including transfer rules for BCT and Palm Tran. MDT shall perform
Back Office services to support the individual one-way fares and transfers utilizing the EASY Card between BCT, Palm Tran, MDT and SFRTA.

Complimenting existing fare collection systems:

BCT and Palm Tran both utilize GFI GenFare software in their transit operations. BCT and Palm Tran upload their GFI fare information daily for each fare transaction collected. The fare box transactions are transmitted by infrared probes and sent over the WAN (Wide Area Network) to the central computers. BCT and Palm Tran require well-documented and open interfaces, using industry standard communication protocols for all devices in this procurement. The host computer shall be required to have data sharing functionality with Miami-Dade Transit’s back office system utilizing FTP upload/download between the three agencies for the push of EASY Card hotlists, fare tables, transfer rules, auto load assignments as well as all fare transactional data. The “E-Cash/Purse” value of the card is stored in a memory chip on the EASY Card. The EASY Card will be validated by the reader/validator to be provided and implemented through this project.

Extensible to support new transit mode:

A 2.7 mile streetcar project, The Wave, is currently underway and is projected to be operational by 2018 in downtown Fort Lauderdale. The Wave is proposed to have kiosk style ticket vending machines at approximately 10-12 stations that would accept smartcards, debit cards, credit cards, cash and other payment methods. The Wave streetcar will be serving Broward County and operated by BCT. Although the Wave streetcar fare collection system is not part of the scope of this project, it is mandatory that the solution for this project can be fully integrated into the Wave streetcar system when it is in place.

The initial vendor deliverables are:

- Existing BCT and Palm Tran System Assessment and Discovery Document.
- System Implementation Plan and Detailed Timeline for Proof of Concept and Full Deployment.
- System Security Plan.
- Final Design Document.

After Notice to Proceed, the vendor deliverables are:

- All system hardware and software, including support and maintenance, pursuant to the terms and conditions of the Standard Agreements provided under Special Instructions to Vendors - Section C. Any exceptions to the Standard Agreements by the vendor or any software licensor must be specifically listed in the vendor’s response to this RFP pursuant to Standard Instructions for Vendors - Section D, or will be deemed waived.
- Documentation and Manual for Users, System Administrators and Operation and Maintenance staff.
- Training materials and instructor to facilitate training for all users.
- Reporting solution with the ability to build ad-hoc reports.
- Integration with BCT and Palm Tran key systems, hardware, communications infrastructure.
- A steady-state operations and support plan.
- A fully functional back office integrated to BCT’s and Palm Tran’s present back office systems.

The expected project implementation timeframes are:

- Separate Proof of Concept and testing will be allowed for Mobile Ticketing and for EASY Card.
- Proof of Concept with testing results from internal and external users completed within 3 months from Notice to Proceed (NTP).
- After successful completion of Proof of Concept and authorization to proceed, full deployment must be completed within six months.
- After implementation of the system’s full deployment, BCT and Palm Tran will each have 30 business days to grant Final Acceptance.

Objectives for the Proof of Concept phase are:

- Acquire customer feedback on new fare collection methods.
- Test and validate equipment/devices performance that meet the needs of a transit environment (ease to use, fast and reliable).
- Demonstrate new fare collection methods can support BCT and Palm Tran business rules of payment processing, financial reporting, data collection and reporting, and audit.
- Demonstrate back-office functionalities including account management, reporting for revenue and transactions, and data sharing with Miami-Dade Transit’s back office system.
- Identify cost and benefits for full deployment.
- Define fare policies that encourage customer buy-in of the new fare collection system.
- Develop marketing and outreach strategies and material.
- Demonstrate compliance with FTA requirements such as NTD reporting, Buy America, etc.

Upon delivery of the initial deliverables and proposed design for execution by vendor, BCT and Palm Tran shall independently elect to proceed or not proceed with separate Proof of Concepts for the Mobile Ticketing and/or EASY Card sub-systems.

Proof of Concept will encompass a limited number of BCT and Palm Tran buses with implementation of a fully functional Mobile Ticketing system and/or the acceptance of the EASY Card along with all required hardware/software system upgrades.

For BCT - Approximately twenty (20) BCT buses on selected Express and Breeze routes connecting with the MDT system and Tri-Rail. Spare hardware shall be available for out-of-service conditions.

For Palm Tran - Approximately fifteen (15) buses, including three articulated buses, which provide services on routes that connect with SFRTA’s Tri-Rail stations and BCT routes. Palm Tran routes are 1, 91, 92, and 93. Spare hardware shall be available for out-of-service conditions.
Pre-requisites for Full Deployment by Broward County or Palm Beach County are:

- Satisfactory completion of user acceptance testing, as determined by Broward County and Palm Beach County in their sole and absolute discretion; and,
- The applicable County has budgeted sufficient funds to proceed.

Broward County and Palm Beach shall each independently have the option, but not the obligation, to proceed to Proof of Concept. Likewise either County may proceed to Full Deployment, regardless of whether the other County elects to proceed or not.

Full deployment consists of implementing hardware and software on all BCT and Palm Tran buses. An official NTP (Notice to Proceed) will be required independently from BCT and Palm Tran to proceed with full deployment.

**MINIMUM AND MAXIMUM QUANTITIES:** Vendor shall implement all hardware and software on BCT’s entire bus fleet of approximately 0 - 350 buses. Vendor shall implement all hardware and software on Palm Tran’s entire bus fleet of approximately 0 - 160 buses.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.**
BCT provides fixed-route, community feeder and paratransit bus services to residents and visitors of Broward County. BCT is planning to implement a downtown Broward streetcar Project (The Wave). The fixed-route bus services are directly operated and managed by BCT. This project will address the needs of the fixed-route bus fleet and the future streetcars.

The following information highlights BCT’s bus operations:

- **Service area:**
  - 410 square miles within Broward County. Total County area is approximately 1,200 square mile with 790 square miles of conservation area.
  - Population is 1.7 million – 2nd largest in Florida
  - Population density per square mile is 4,264.
  - BCT buses connect to Palm Beach and Miami-Dade transit systems and to Tri-Rail (SFRTA).
  - Administrative offices – 1 N. University Drive, Plantation, FL 33324.
- **Bus Depots:**
  - Copans bus depot where the Central Computer is located - 3201 W. Copans Road, Pompano Beach, FL 33069
  - Ravenswood bus depot - 5440 Ravenswood Road, Fort Lauderdale, FL 33312
- **Bus Terminals:**
  - Broward Downtown Terminal, Northeast Transit Center (Pompano), West Regional Terminal (Plantation), Lauderhill Transfer Center.
- **Total Active Fleet:**
  - 328 fixed-route buses. Approximately 226 at Copans and 102 at Ravenswood. It is anticipated that the active fixed-route fleet will increase to 350. All fixed-route buses are wheelchair accessible.
- **Routes:**
  - 41 on Weekdays, 31 on Saturdays, 29 on Sundays.
  - 3 limited stop Breeze routes along SR 7, US 1 and University Drive.
  - 4 express bus routes on the I-95 corridor to downtown Miami.
  - 2 express bus service on the I-595 corridor.
• Designated bus stops: 4,553
• Bus shelters: 994
• Service hours: 7 days a week from 4:35 a.m. to 12:45 a.m. the next day.
• Fixed-Route Passengers: 136,000 trips daily – 38.1 million trips annually
• Annual service mileage: 14.6 million passenger miles
• Telephone Requests: 1545,733 annually

Passes are sold through:
  a. BCT terminals (Northeast Transit Center and Broward Downtown Terminal) and Broward County Libraries.
  b. Distribution centers (e.g. cash & carry, grocery stores). Passes are sold in bulk by BCT to the distribution centers and paid in full.
  c. BCT Website – individual customers can order online and pay with a credit card for a select group of passes. Pass are mailed to their address.

Riders/Volume:
  1. Approximately 136,000 rides per week day (fixed route services)
  2. Approximately 30% of all BCT rides are cash payments
  3. Number of pass products sold in FY2014 is approx. 476k (176k 31-Day, 253k 7-Day, 14k 10-ride passes)
  4. Transfers from Palm, MDT and Tri-Rail – 680k in FY2014

BCT Use Case Overview:
  1. Driver boards bus
     a. Logs into CAD/AVL system using driver ID and run number. The CAD/AVL system transmit sign-on information to the GFI Odyssey Operator Control Unit (OCU) using Driver ID.
     b. Farebox goes into Revenue mode
     c. Logs into AVL (Automatic Vehicle Location)
     d. Gets on road

  2. A. When customer boards bus
     a. Cash:
        i. GFI Odyssey Farebox rejects any unknown currency and validates currency and coins
        ii. Operator sees accumulation of cash on OCU
        iii. If reduced fare, driver has to indicate on OCU
     b. GFI Farebox records every fare collected and records transaction immediately in Farebox
     c. Farebox has running total of all currency on register received from customers, only erases upon IR probe download in depot
     d. If bus is APC (Automatic Passenger Counter)-enabled, APC reader detects where rider enters/exits. Approx. 161 buses are APC-enabled, no plans to expand to more
buses. APC is tied to the CAD/AVL system which is used for counting/planning purposes.

2.B. When customer boards bus

a. Ticket:
   i. GFI Odyssey Farebox reads the magnetic strip ticket and validates fare.
   ii. Operator sees the fare displayed on the OCU
   iii. If reduced fare, driver has to indicate on the OCU.

b. GFI Farebox records every fare collected and records transaction immediately in Farebox

c. Farebox has running total of all currency on register received from customers, only erases upon IR probe download in depot.

d. If bus is APC (Automatic Passenger Counter)-enabled, APC reader detects where rider enters/exits. Approx. 132 161 buses are APC-enabled. APC is tied to the CAD/AVL system which is used for counting/planning purposes.

3. Bus enters Depot (at least once every 24 hours) at Copans or Ravenswood.
   a. Coach Service Attendant probes Farebox. Probe downloads data on all cash registers into depot computer (1 per bus depot).
   b. Cashbox is removed and emptied into vault in depot. No cash is exposed at any time.

4. Nightly, depot computers upload GFI information over the WAN (Wide Area Network) to central facility for BCT. Depot computer in Ravenswood is connected via fiber cable (leased line from AT&T).
   a. Network is owned and maintained by Broward County.

5. Bus depot has wireless capability for video download (over WiMax) and APC data download over Wi-Fi.
Example of GFI farebox, OCU and GFI smart card reader on board:
Existing Smart Card capability:
1. Approximately 200 GFI Fareboxes are equipped with a smart card non-contact reader.
   a. Any new buses will come outfitted with the new smart card reader
   b. Readers: Gemalto’s Prox-C2 OEM coupler
      i. Hardware supports Mifare family (Classic 1k/4k, Ultralight, SmartMX, DESFire).
      ii. Has the capability to support:
          1. Type A/B, ISO 14443-1 to -4
          2. FIPS 201 – PIV
          3. NFC-enabled devices
   c. GFI software:
      i. Supports Type A, Parts 1-3. Does not support Part 4
      ii. Type A Card is currently supported (only Classic 1k and Ultralight). Other Type A Card and Type B Card support not currently available, software upgrade availability is based on demand from GFI customers.
      iii. System “As-Is” only handles 1 product at a time (emulates a magnetic card, holds either cash value or a pass product).

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
Palm Tran provides fixed-route bus services to residents and visitors of Palm Beach County. The fixed-route bus services are directly operated and managed by Palm Tran. This project will address the needs of the fixed-route bus fleet. The following information highlights Palm Tran’s bus operations:

- **Service area:**
  - 852 square miles within Palm Beach County.
  - Population is 1,320,134 million
  - Palm Tran buses connect to BCT and Tri-Rail (SFRTA).

- **Bus Depots:**
  - Palm Tran West Palm Beach
  - Delray Beach
  - Belle Glade

- **Total Active Fleet:**
  - 151 fixed-route buses. All fixed-route buses are wheelchair accessible.

Approximately 40,000 rides per week day
About 30% of all Palm Tran rides are cash payments
800,000 Quik passes sold in FY2013
1,500 transfers per day from Tri-Rail to Palm Tran

Route 1, 91, 92 and 94 average 9,000 passengers per day and service transfer locations with BCT. The 18 Palm Tran routes that service Tri-Rail average 18,000 passengers per day. Approximately 5,800 riders transfer per month from BCT and Tri-Rail locations, and approximately 2,700 of these riders transfer from Tri-Rail.

The following list shows the routes and the stations that serve Tri-Rail stations:

<table>
<thead>
<tr>
<th>Routes</th>
<th>Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>20, 31, 33</td>
<td>Mangonia Park</td>
</tr>
<tr>
<td>1, 2, 31, 40, 41, 42, 43, 44, 45, 49</td>
<td>West Palm Beach</td>
</tr>
<tr>
<td>61, 62</td>
<td>Lake Worth</td>
</tr>
<tr>
<td>70, 71</td>
<td>Boynton Beach</td>
</tr>
<tr>
<td>2, 70, 81</td>
<td>Delray Beach</td>
</tr>
<tr>
<td>2, 94</td>
<td>Boca Raton</td>
</tr>
</tbody>
</table>
Palm Tran’s existing payment methods are magnetic-striped paper passes (Quik Pass) and cash. The paper passes only support pass products; no cash value is supported on paper passes. There is currently no capability to purchase passes via the Palm Tran website. Many Palm Tran riders are from low income communities (majority pay by cash).

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

Passes are sold through:
- a. Palm Tran locations (Palm Tran North, Delray, Palm Tran connection)
- b. Consignments/outlets (e.g. libraries, government center, Florida Atlantic University, Town Center, Village of North Palm Beach Library)
- c. Agencies (e.g. schools, universities, churches, community agencies) where agencies purchase passes from Palm Tran in bulk.

Riders/Volume:
1. Approximately 42,000 rides per weekday
2. About 30% of all Palm Tran rides are cash payments
3. 600,000 Quik passes sold in FY2010
4. ~1,500 transfers per day from Tri-Rail to Palm Tran
5. Many Palm Tran riders are from low income communities (majority pay by cash).

Use Case Overview:
1. Driver boards bus
   - a. Logs into AVL using Driver’s ID and Run number which also automatically logs driver into farebox
   - b. Test Farebox for proper operation (e.g. print test tickets)
   - c. Farebox goes into Revenue mode
   - d. Gets on road
2. When customer boards bus
   - a. Cash:
     - i. GFI Odyssey Farebox rejects any unknown currency and validates currency (up to a $20 bill) and coins
     - ii. Operator sees accumulation of cash on OCU
     - iii. Any fare, driver has to indicate on OCU
   - b. GFI Farebox records every fare collected and records transaction immediately
   - c. Farebox has running total of all currency on register, only erases upon IR probe in depot
   - d. If bus is APC (Automatic Passenger Counter)-enabled, APC reader detects where rider enters/exits. About 50% of buses are APC-enabled
3. Bus enters Depot (once every 24 hours). There are 3 depots (Palm Tran North, Delray, Belle Glade), 5 IR (Infra-red) probes
a. Utility worker takes IR probe and probes Farebox. Probe downloads data on cash box into collection computer (in bus depot). Collection computers are running GFI software (v2.05.07)

b. Cashbox is removed and emptied into vault in depot. No cash is exposed at any time.

4. Daily at 4AM, collection computers upload GFI information over the WAN (Wide Area Network) to central computer in Palm Tran North
   a. Equipment is owned and maintained by Palm Tran
   b. All networks are owned and maintained by Palm Beach County

Example of GFI farebox and OCU on board:

Backend system:

1. Central computer is located in Palm Tran North
   a. Running Windows- 2008 server
   b. Software: GFI network manager version 2.05.07 including Sybase as database
   c. Can run SQL instructions to extract any information needed

2. Updates (hotlists/badlists, fare structure changes, INI config changes) are pushed immediately (upon change) from central computer to all 3 collection computers at Palm Tran depots. Upon IR probing, the GFI fareboxes are updated with the hotlists/badlists and will reject non-valid Quik Passes
   a. Most of the time there are no Quik Passes on the bad list. However, there have been instances where only one or a group including several hundred have occurred.

3. The County (Palm Tran) developed database stores a log of all Quik Passes sold. Palm Tran locations and agencies will record the Quik Passes sold, and someone at Palm Tran North will manually enter log into Access db.

4. The customer data is only recorded when provided.
5. Quik Passes can be tracked once activated on the GFI system, but the database does track the pass to see if it is in circulation or with the agency.

6. Revenue reconciliation:
   a. Cash revenue reconciliation daily or does internal JV (at library or government center)
   b. Outlets record number of Quik Passes sold monthly and Palm Tran sends invoice

7. GFI network manager provides the following reporting (non-exhaustive):
   a. Daily/Monthly summary by route, by block, by bus and by driver
   b. Revenue by route, by block, by bus driver
   c. Ridership by route, by block, by bus driver
   d. Maintenance
   e. Probing
   f. Trim Diagnostics
   g. Transactions
   h. Fare structure/table
   i. Cashbox

8. Maintenance – equipment and software updated/fixed when necessary.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
Exhibit – 3
BCT FLEET for Proof of Concept

Bus ‘To Be Determined’ – Up to 20 buses

Selected routes on the Express and Breeze – No Smart Card Reader - Nabi 40’ w/Wi-Fi.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
Exhibit – 4
Palm Tran FLEET for Proof of Concept

Bus ‘To Be Determined’ – Up to 15 buses
Route 1   – 3 of 19 - buses – No Smart Card Reader – New Flyer 60’ Articulated with APC;
Route 91 – 4 of 6 buses – No Smart Card Reader – Gillig 40’ with APC;
Route 92 – 2 of 2 buses – No Smart Card Reader – Gillig 40’ with APC;
Route 94 – 3 of 4 buses – No Smart Card Reader – Gillig 40’ with APC.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
Standard Instructions for Vendors
Request for Letters of Interest, Request for Proposals, or Request for Qualifications

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

A. Responsiveness Criteria:

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

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

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

1. Lobbyist Registration Requirement Certification
   Refer to Lobbyist Registration Requirement Certification. The completed form should be submitted with the solicitation response but must be submitted within three business days of County’s request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

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

B. Responsibility Criteria:

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

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

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.
Below are standard responsibility criteria; refer to Special Instructions to Vendors, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

   a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

      i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
      ii. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
      iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
      iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
      v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

   b. For each material case, the Vendor is required to provide all information identified on the Litigation History Form.

   c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

   d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

   e. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.

   f. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

   a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.

   b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:

      i. Balance sheets, income statements and annual reports; or
      ii. Tax returns; or
      iii. SEC filings.

   c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
d. The County may consider the unavailability of the most recent year’s financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.

e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to Standard Instructions to Vendors, Public Records and Exemptions and to Submission of Sealed Submittals for instructions on submitting confidential financial statements. The Vendor’s failure to provide the information as instructed may lead to the information becoming public.

f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Public Record and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

b. The County will review the Vendor’s business status based on the information provided in response to this solicitation.

c. It is the Vendor’s responsibility to comply with all state and local business requirements.

d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the Vendor Questionnaire, Question No. 10.

e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.

f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsive.

g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.

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

c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.
5. Insurance Requirements

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

C. Additional Information and Certifications

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

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

2. Standard Certifications
   Vendor is required to certify to the below requirements. Refer to the Standard Certifications and submit as instructed.
   a. Cone of Silence Requirement Certification
   b. Drug-Free Workplace Certification
   c. Non-Collusion Certification
   d. Public Entities Crimes Certification
   e. Scrutinized Companies List Certification

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

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County’s Agreement shall be considered a part of a Vendor’s submittal and will be considered by the Selection or Evaluation Committee.

2. The applicable Agreement terms and conditions for this solicitation are indicated in the Special Instructions to Vendors.

3. Vendors are required to review the applicable terms and conditions and submit the Agreement Exception Form. If the Agreement Exception Form is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.

4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County’s terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor’s submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the Evaluation Criteria. The County reserves the right to obtain additional information from a Vendor.

2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.

3. For Request for Proposals, the following shall apply:
   a. The Evaluation Criteria identifies points available; a total of 100 points is available.
   b. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:

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

   c. After completion of scoring, the County may negotiate pricing as in its best interest.

4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
   a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
   b. The Selection or Evaluation Committee will either:
      i. Rank shortlisted firms; or
      ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

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

G. Presentations

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

H. Public Art and Design Program

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

I. Committee Appointment

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

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor’s submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested) including a representative of the Vendor that has the authority to bind.

Vendor’s answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

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

L. Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

2. Any Vendor that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate document labeled "Name of Vendor, Attachment to Proposal Package, Solicitation No. # - Confidential Matter." The Vendor must identify the specific statute and subsection that authorizes the exemption from the Public Records law. CD/DVD discs or flash drives included in the submittal must also comply with this requirement and separate any files claimed to be confidential.

3. Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

4. Except for the materials submitted in compliance with the forgoing, any claim of confidentiality on materials that the Vendor asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Vendor.

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

M. Copyrighted Materials

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

N. State and Local Preferences

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

O. Local Preference

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

P. Tiebreaker Criteria

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

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

Q. Posting of Solicitation Results and Recommendations

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

R. Review and Evaluation of Responses

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

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.

2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor’s responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an Vendor.

S. Vendor Protest

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

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division’s website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division’s website.

3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division’s website.

4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor’s right to protest.

5. Protests arising from the decisions and votes of a Selection or Evaluation Committee shall be limited to protests based upon the alleged deviations from established committee procedures set forth in the Broward County Procurement Code and existing written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing Vendor shall not be considered a protest.

6. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<table>
<thead>
<tr>
<th>Estimated Contract Amount</th>
<th>Filing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,000 - $250,000</td>
<td>$500</td>
</tr>
<tr>
<td>$250,001 - $500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$500,001 - $5 million</td>
<td>$3,000</td>
</tr>
<tr>
<td>Over $5 million</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

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

T. Right of Appeal

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

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.

2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.

3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

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

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met.
Special Instructions to Vendors
Solicitation Name: Transit Mobile Ticketing and Fare Card Interoperability System

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

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

1. Pricing Sheet(s)
   Refer to Pricing Sheets. Form must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements.

   a. It is the responsibility of the Vendor to complete and electronically sign the Pricing Sheets for this solicitation. The Price Sheet is a matter of RESPONSIVENESS. Failure of the Vendor to complete and electronically sign the Price Sheet SHALL determine the Vendor to be NONRESPONSIVE to the solicitation.

   b. All blank areas of the Price Sheet MUST be filled in with a dollar figure. If it is the intent of the Vendor to perform or provide any services or commodities referenced on the Item Response Form at no cost to the County, then $0.00 (zero) dollars MUST be referenced in the appropriate field. In the event that the Vendor intends not to submit a price for a particular line item, the Vendor MUST indicate “NO BID” in the appropriate field (“Notes for Buyer”). In the event that pricing is required for multiple years, pricing for each year MUST be completed by the Vendor.

   c. The Vendor SHALL use the County’s Pricing Sheets provided in the solicitation document. Failure by the Vendor to use the required Price Sheet SHALL determine the Vendor to be nonresponsive.

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

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

B. Additional Responsibility Criteria:
In addition to the requirements set forth in the Standard Instructions to Vendors, the following criteria shall also be evaluated in making a determination of responsibility:

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

2. Vendor’s Opportunity List Requirement (Federal Funding)
   Refer to Vendor’s Opportunity List Requirement Form and submit as instructed.
C. Standard Agreement Language Requirements:

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


c. Refer to [Federal Transit Administration USDOT Funding Supplement](#) included with this solicitation for applicable requirements.

Note the following specific terms which are also applicable to this solicitation:

- The applicable contract term will be an initial term of five (5) years, followed by five (5) one-year optional extensions.

- Both the vendor and any relevant subcontractors will be bound by the terms and conditions referenced above.

- Palm Beach County will be a party to the agreements. References in the standard agreements to Broward County shall include references to Palm Beach County (or its representatives and departments or its judicial venue), as appropriate.

- Out of pocket expenses (including travel) shall not exceed $5,000.00, and will require appropriate documentation in accordance with the travel policies of Broward County and Palm Beach County.

- In the event any part of the services is terminated by a County, the vendor shall stop work and settle all orders and subcontracts on the terminated services including transfer all work (in progress or otherwise) related to the terminated work to the County, and shall continue and complete all services that have not been terminated.

Refer to [Standard Instructions for Vendors](#) and the requirements to review the applicable terms and conditions (and submission of the Agreement Exception Form). Any exceptions taken to the applicable terms and conditions on behalf of the vendor or the vendor’s subcontractors (including software, hardware, and maintenance providers) must be included in the vendor’s response to the RFP or will be waived.

D. Demonstrations:

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

E. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.
F. Public Art and Design Program:
  Not applicable to this solicitation.

G. Procurement Authority:
  Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code.

H. Project Funding Source - this project is funded in whole or in part by:
  Federal Transit Administration (FTA)

I. Projected Schedule:
  Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): To be determined.
  Final Evaluation Meeting (Sunshine Meeting): To be determined.

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

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

  Vendors must submit questions regarding this solicitation through the “Q&A” section on BidSync; answers are posted through BidSync.

K. Submittal Instructions:
  1. Vendor should submit five (5) total printed copies (hard copies) of its response and ten (10) CDs or flash drives of its response.

  2. Vendor should provide Evaluation Criteria responses in both Microsoft Word and PDF formats.

  3. Vendor must refer to Submission of Sealed Submittals for detailed submittal instructions.

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

  O. State and Local Preferences
  P. Local Preference
  Q. Tiebreaker Criteria, 1. Local Vendor Certification Form (Preference and Tiebreaker) and 2. Domestic Partnership Act Certification (Requirement and Tiebreaker)
Submission of Sealed Submittals
Request for Letters of Interest, Request for Proposals, or Request for Qualifications

1. Vendor should submit the number of printed copies and electronic copies (CD/DVD/flash drive) as requested, per Special Instructions to Vendors for this solicitation. Electronic response should contain a single PDF file that contains your entire response with each page of the response in the order as presented in the solicitation document, including any attachments. CD/DVDs/Flash drives included in the submittal must be finalized or closed so that no changes can be made to the contents of the files. Electronic submission of submittal does not eliminate the required printed copies of solicitation.

2. It is the responsibility of the Vendor to assure that the information submitted in both its hardcopy written response and electronic responses are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.

3. Confidential information on CD/DVD/flash drive (i.e. financial statements), must be submitted in a separate bound document labeled "Name of Vendor, Attachment to Proposal Package, SOLICITATION# - Confidential Matter". The Vendor must identify the specific section of the Florida Statutes that authorizes the exemption from the Public Records Law. CD/DVDs/flash drives included in the submittal must also comply with this requirement and separate any materials claimed to be confidential. Confidential information should not be submitted through BidSync.

4. It is important that each CD/DVD/flash drive be labeled with the Vendor name, solicitation number and title, and placed in an individual disc envelope (if CD/DVD).

5. The Purchasing Division must receive hardcopy and electronic submittals no later than 5:00 pm on required due date. Purchasing will not accept late or misdirected submittals. If fewer than three Vendors respond to this solicitation, the Director of Purchasing may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

6. Send all printed solicitation submittals to:

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

1. **Ability of Professional Personnel:**
   Describe the qualifications and relevant experience of the Project Manager and the project team that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants’ key staff to be assigned to this project.

**Additional instructions:**

1.1. Provide an organizational chart indicating the members of the proposed project team and Technical Support Staff. Include the structure of the proposed project team, including the relationship of the team, i.e., prime with sub-contractors, joint venture, Technical Support Staff for Steady State, etc. **5 Points**

1.2. Provide for each of the following:
   a. Percentage of subcontracting work associated with project.
   b. Location of all spare parts depots and supporting engineers.
   c. Have there been any recent changes in ownership or leadership?
   d. Are there any plans for merger, consolidation or buyout? If so, what succession plan is in place for a smooth transition?
   e. How long has your firm provided such solutions/services required by this RFP?
   f. Annual turnover rate of technical resources supporting this solution. **5 Points**

1.3. Technical Support Staff: Number of personnel, personnel degree of expertise in specific solution. **5 Points**

1.4. Describe unique aspects of the system provider(s) including special skills/capabilities, awards/certifications received in areas related to this project, and innovative solutions beyond the requirements of this project. **5 Points**

1.5. Describe the structure of the overall implementation. Provide for the Project Manager and each key team member the following information:
   a. Provide full life cycle references, from the public transit sector (organization, year(s) service provided, contact names, titles, role on project, e-mail, telephone) as a Project Manager. (Full-Life Cycle is defined as from planning to post implementation support for completion of the project.)
   b. Number of years working as an employee of your firm.
   c. Number of years working as a Project Manager/ team member in implementing the system(s) proposed. **15 Points**

**Points Value: 35**
2. **Project Approach:**

Describe the prime Vendor’s approach to the project. Include how the prime Vendor will use subconsultants in the project.

**Additional Instructions:**

2.1. Describe the qualifications and structure of your overall implementation team abilities, and cross training, in the event a key team member becomes unavailable to complete the project. **5 Points**

2.2. Complete **Requirements Response** by indicating which requirements can be met by ‘out-of-the-box’ solutions requiring only personalization and configuration selections currently available from the system provider(s). For each requirement that cannot be met by ‘out-of-the-box’ solutions, provide detailed explanation on how it will be implemented. All requirements must be addressed. To complete the “Integration and interface with existing BCT Systems” portion of the **Requirements Response**, refer to ‘Existing BCT and Palm Tran Environments’ in Exhibits 1 and 2. By submitting a response the proposer understands that the fixed price proposal provided in the **Pricing Sheets** must cover the costs associated with implementation of all the requirements except those identified as “Unable to Meet Requirements”. **15 Points**

**Points Value: 20**

3. **Past Performance:**

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

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

**Additional Instructions:**

3.1. Describe work experience of the system provider(s), in current or past projects on board a bus fleet, which are similar to the proposed Mobile Ticketing Fare Collection System upgrade with on-board integration and robust host computer and back office functionality. Provide actual dates of completion for past projects and/or estimate date of completion for current projects. Provide reference (organization, solutions provided, year(s) installed, contact name, title, role on project, e-mail, telephone) that meet the criteria listed below:

   a. Interfaced your Mobile Ticketing solution with fare payment systems implemented by other transit agencies.
   b. Implemented a Mobile Ticketing system with integrated components that have a proven reliability and sustainability, which accepts EASY cards and other forms of payment methods. Successfully interfacing with all hardware and software.
   c. Implementation of a regional or multi-agency fare payment solution, which included a back office accounting, processing, and reporting information system in compliance with established security protocols.
d. Client reference should be for sites at which the proposed systems have been fully implemented and is in a live production environment. Provide evidence of a successfully performing, sustainable system, with a satisfactory completion of both, online, and within budget.

Provide for each reference, documentation of downtime, technical support staff, and complaint history. **10 Points**

3.2. Describe experience with/or demonstrate serving Mobile Ticketing functions on the same hardware platform. **5 Points**

**Points Value: 15**

4. **Demonstration:**

Vendor shall demonstrate the nature of their offered solution. Refer to **Standard Instructions for Vendors** and **Demonstration Script** document.

**Points Value: 5**

5. **Pricing:**

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

\[
\text{Price Score} = \left( \frac{\text{Lowest Proposed Price}}{\text{Vendor's Price}} \right) \times 25
\]

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

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

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

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

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

**Points Value: 25**
PRICING SHEETS

General Instructions

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

Add proposed prices from price sheets A through D for Broward County Transit and price sheets F through I for Palm Tran to arrive at a Total Proposed Price. The County will evaluate the Proposer’s Total Proposed Price as indicated in the “Evaluation Process” section of the RFP. The Proposer shall also submit prices for optional items. Prices provided for optional items will not be considered in total price for points, but are requested to assist with pricing for the additional work desired by the County.

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

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

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

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

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

Project Services: Project Services required to implement and support the operating environment for the Mobile Ticketing and the acceptance of EASY Card System Upgrade with systems integration and a host computer. Please provide the list of Project Services including, but not limited to, project management, system design, implementation and testing, documentation and training and the associated costs. Include the costs for an on-site project manager and on-site technical resources during project implementation phases including, but not limited to, Design, Installation, Testing, Training, Implementation, and Post Implementation.
Software Licensing: All software, both core and bolt-on, that are required to implement the scope of requirements and specifications for the Mobile Ticketing and the acceptance of EASY Card System Upgrade with systems integration and a host computer for integration with MDT’s back office system. Please provide the list of software, software modules, and the associated costs. Please provide your assumptions regarding discounts to your software costs. Include product sheets for all software listed as part of your response.

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

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

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

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

Operating Environment/Hardware Maintenance and Support: Any hardware, hardware peripherals or hardware related services that are required to implement the Fare Collection System Upgrade with systems integration and a host computer. Please provide the list of hardware, hardware peripherals with associated warranty periods and project the replacement costs, after the end of the proposed warranty periods. Include the costs for two (2) full-time on-site technical support persons to provide hardware maintenance support after full implementation. One resource at BCT and one at Palm Tran. All Maintenance and Support Services includes 24*7*365 support.
**Other Project Expenses:** Any other project expenses not already captured in the categories above. Please provide the list of project expenses and associated costs. If travel expenses are anticipated for this project, proposers are advised that the provisions of Florida Statutes Chapter 112.061 will apply as to allowable expenses. Note that the per diem option includes meals and lodging.


**Options:** Provide pricing for any additional offerings that you would like to propose on **Price Sheets E and J**. All pricing provided for equipment shall include costs for installation. Pricing information provided in this category will not be considered in total price for points, but are requested to assist with pricing for the additional work desired by BCT.
### Discovery and Assessment
One (1) on-site Technical Support provided for user acceptance testing phase and during proof of concept for three months. Located at BCT.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discovery and Assessment</td>
<td>$</td>
</tr>
</tbody>
</table>

### System Design
List System Design Phases with associated pricing here. This includes but not limited to hardware, software and all prerequisites.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Design</td>
<td>$</td>
</tr>
</tbody>
</table>

### System Implementation and Configuration
List System Implementation Phases including System Build, Installation, and Configuration (including all necessary data preparation) with associated pricing here.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Implementation</td>
<td>$</td>
</tr>
</tbody>
</table>

### System testing includes Unit Testing and Acceptance testing
List System Tests and include acceptance testing, for a three month period, with one (1) technical resource on-site, include the associated pricing here. Located at BCT.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System testing</td>
<td>$</td>
</tr>
</tbody>
</table>

### Documentation
List documentations (deliverables) and associated pricing here

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation</td>
<td>$</td>
</tr>
</tbody>
</table>

### Training
List itemized trainings, Administrator, Power User, and End User, (i.e. Operations, Service and Capital Planning, and Customer Relations) with associated pricing here in as much detail as possible.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training</td>
<td>$</td>
</tr>
</tbody>
</table>

### Software Licenses
One (1) main software license for system operation and any additional software licenses required for operation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Licenses</td>
<td>$</td>
</tr>
</tbody>
</table>

### On Board Reader/Validators
Equipment for 20 buses for Mobile Ticketing process.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Board Reader/Validators</td>
<td>$</td>
</tr>
</tbody>
</table>

### Mobile Ticketing System
Support and software maintenance for Proof of Concept.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Ticketing System</td>
<td>$</td>
</tr>
</tbody>
</table>

### Other related project expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other related project expenses</td>
<td>$</td>
</tr>
</tbody>
</table>

### TOTAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$</td>
</tr>
</tbody>
</table>

Company Name:
<table>
<thead>
<tr>
<th>Proof of Concept EASY Card Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Discovery and Assessment</strong></td>
<td></td>
</tr>
<tr>
<td>One (1) on-site Technical Support provided for user acceptance testing phase and during proof of</td>
<td></td>
</tr>
<tr>
<td>concept for three months. Located at BCT.</td>
<td></td>
</tr>
<tr>
<td><strong>System Design</strong></td>
<td></td>
</tr>
<tr>
<td>List System Design Phases with associated pricing here. This includes but not limited to hardware,</td>
<td></td>
</tr>
<tr>
<td>software and all prerequisite.</td>
<td></td>
</tr>
<tr>
<td><strong>System Implementation and Configuration</strong></td>
<td></td>
</tr>
<tr>
<td>List System Implementation Phases including System Build, Installation, and Configuration (including</td>
<td></td>
</tr>
<tr>
<td>all necessary data preparation) with associated pricing here.</td>
<td></td>
</tr>
<tr>
<td><strong>System testing includes Unit Testing and Acceptance testing</strong></td>
<td></td>
</tr>
<tr>
<td>List System Tests and include acceptance testing, for a three month period, with one (1)</td>
<td></td>
</tr>
<tr>
<td>technical resource on-site, include the associated pricing here. Located at BCT.</td>
<td></td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td></td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List itemized trainings, Administrator, Power User, and End User, (i.e. Operations, Service</td>
<td></td>
</tr>
<tr>
<td>and Capital Planning, and Customer Relations) with associated pricing here in as much detail as</td>
<td></td>
</tr>
<tr>
<td>possible</td>
<td></td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>One (1) main software license for system operation and any additional software licenses required</td>
<td></td>
</tr>
<tr>
<td>for operation.</td>
<td></td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for 20 buses for reading/accepting the EASY Card.</td>
<td></td>
</tr>
<tr>
<td><strong>EASY Card</strong></td>
<td></td>
</tr>
<tr>
<td>Support and software maintenance for the Proof of Concept</td>
<td></td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Company Name:

---

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
</table>
### Price Sheet - C

<table>
<thead>
<tr>
<th>Full Deployment Mobile Ticketing Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roll-out Deployment Strategy</strong></td>
<td></td>
</tr>
<tr>
<td>Including but not limited to prep vehicles, hardware, installation, testing, configuration for added vehicles and milestones.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td>$</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List any training for Full Deployment, with associated pricing here in as much as detail as possible. This includes Bus operator, Bus Staff and Admin Support</td>
<td>$</td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>For BCT remaining fleet of 320 buses</td>
<td>$</td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for BCT remaining fleet of 320 buses for Mobile Ticketing process.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Mobile Ticketing System Support</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware and Software for the initial 5 years</td>
<td>$</td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

### Price Sheet - D

<table>
<thead>
<tr>
<th>Full Deployment EASY Card Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td>$</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List any training for Full Deployment, with associated pricing here in as much as detail as possible. This includes Bus operator, Bus Staff and Admin Support</td>
<td>$</td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>For BCT remaining fleet of 320 buses.</td>
<td>$</td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for BCT remaining fleet of 320 buses for Mobile Ticketing process.</td>
<td>$</td>
</tr>
<tr>
<td><strong>EASY Card</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware and Software for the initial 5 years</td>
<td>$</td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Broward County Transit Total** $ -

Total Price is full compensation for the initial 5-year term

Company Name: ______________________
### Price Sheet - E

<table>
<thead>
<tr>
<th>Options (Not to be included in the Total Proposed Price)</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Implementation</td>
<td>$</td>
</tr>
<tr>
<td>Database Administration</td>
<td>$</td>
</tr>
<tr>
<td>Software Development</td>
<td>$</td>
</tr>
<tr>
<td>Field Engineering for On-Site support</td>
<td>$</td>
</tr>
</tbody>
</table>

#### Other Project Expenses

List other project expenses here:

<table>
<thead>
<tr>
<th>Year 6</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Year 7</td>
<td>$</td>
</tr>
<tr>
<td>Year 8</td>
<td>$</td>
</tr>
<tr>
<td>Year 9</td>
<td>$</td>
</tr>
<tr>
<td>Year 10</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Company Name:

---

REMAINDER OF PAGE LEFT INTENTIONALY BLANK.
## Price Sheet - F

<table>
<thead>
<tr>
<th>Proof of Concept Mobile Ticketing Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Discovery and Assessment</strong></td>
<td></td>
</tr>
<tr>
<td>One (1) on-site Technical Support provided for user acceptance testing phase and during proof of concept for three months. Located at Palm Tran.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>System Design</strong></td>
<td></td>
</tr>
<tr>
<td>List System Design Phases with associated pricing here. This includes but not limited to hardware, software and all prerequisites.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>System Implementation and Configuration</strong></td>
<td></td>
</tr>
<tr>
<td>List System Implementation Phases including System Build, Installation, and Configuration (including all necessary data preparation) with associated pricing here</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>System testing includes Unit Testing and Acceptance testing</strong></td>
<td></td>
</tr>
<tr>
<td>List System Tests and include acceptance testing, for a three month period, with one (1) technical resource on-site, include the associated pricing here. Located at Palm Tran.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List itemized trainings, Administrator, Power User, and End User, (i.e. Operations, Service and Capital Planning, and Customer Relations) with associated pricing here in as much detail as possible</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>One (1) main software license for system operation and any additional software licenses required for operation.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for 15 buses for Mobile Ticketing process.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Mobile Ticketing System</strong></td>
<td></td>
</tr>
<tr>
<td>Support and software maintenance for Proof of Concept.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ -</td>
</tr>
</tbody>
</table>

Company Name: Palm Tran
### Price Sheet - G

<table>
<thead>
<tr>
<th>Proof of Concept EASY Card Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Discovery and Assessment</strong></td>
<td></td>
</tr>
<tr>
<td>One (1) on-site Technical Support provided for user acceptance testing phase and during proof of concept for three months. Located at Palm Tran.</td>
<td>$</td>
</tr>
<tr>
<td><strong>System Design</strong></td>
<td></td>
</tr>
<tr>
<td>List System Design Phases with associated pricing here. This includes but not limited to hardware, software and all prerequisite.</td>
<td>$</td>
</tr>
<tr>
<td><strong>System Implementation and Configuration</strong></td>
<td></td>
</tr>
<tr>
<td>List System Implementation Phases including System Build, Installation, and Configuration (including all necessary data preparation) with associated pricing here</td>
<td>$</td>
</tr>
<tr>
<td><strong>System testing includes Unit Testing and Acceptance testing</strong></td>
<td></td>
</tr>
<tr>
<td>List System Tests and include acceptance testing, for a three month period, with one (1) technical resource on-site, include the associated pricing here. Located at Palm Tran.</td>
<td>$</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td>$</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List itemized trainings, Administrator, Power User, and End User, (i.e. Operations, Service and Capital Planning, and Customer Relations) with associated pricing here in as much detail as possible</td>
<td>$</td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>One (1) main software license for system operation and any additional software licenses required for operation.</td>
<td>$</td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for 15 buses for reading/accepting the EASY Card.</td>
<td>$</td>
</tr>
<tr>
<td><strong>EASY Card</strong></td>
<td></td>
</tr>
<tr>
<td>Support and software maintenance for the Proof of Concept</td>
<td>$</td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Company Name:
**Price Sheet - H**

<table>
<thead>
<tr>
<th>Full Deployment Mobile Ticketing Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roll-out Deployment Strategy</strong></td>
<td></td>
</tr>
<tr>
<td>Including but not limited to prep vehicles, hardware, installation, testing, configuration for added vehicles and milestones.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List any training for Full Deployment, with associated pricing here in as much as detail as possible. This includes Bus operator, Bus Staff and Admin Support</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>For Palm Tran remaining fleet of 145 buses</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for Palm Tran remaining fleet of 145 buses for Mobile Ticketing process.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Mobile Ticketing System Support</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware and Software for the initial 5 years</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Price Sheet - I**

<table>
<thead>
<tr>
<th>Full Deployment EASY Card Pricing</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>List documentations (deliverables) and associated pricing here</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
</tr>
<tr>
<td>List any training for Full Deployment, with associated pricing here in as much as detail as possible. This includes Bus operator, Bus Staff and Admin Support</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Software Licenses</strong></td>
<td></td>
</tr>
<tr>
<td>For Palm Tran remaining fleet of 145 buses.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>On Board Reader/Validators</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment for Palm Tran remaining fleet of 145 buses for Mobile Ticketing process.</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>EASY Card</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware and Software for the initial 5 years</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Other related project expenses</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Palm Tran Total** $ -

*Total Price is full compensation for the initial 5-year term*

Company Name:
# Price Sheet - J

<table>
<thead>
<tr>
<th>Options (Not to be included in the Total Proposed Price)</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Implementation</td>
<td>$</td>
</tr>
<tr>
<td>Database Administration</td>
<td>$</td>
</tr>
<tr>
<td>Software Development</td>
<td>$</td>
</tr>
<tr>
<td>Field Engineering for On-Site support</td>
<td>$</td>
</tr>
</tbody>
</table>

Other Project Expenses

List other project expenses here: $ -

<table>
<thead>
<tr>
<th>Renewal Options:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 6</td>
<td>$</td>
</tr>
<tr>
<td>Year 7</td>
<td>$</td>
</tr>
<tr>
<td>Year 8</td>
<td>$</td>
</tr>
<tr>
<td>Year 9</td>
<td>$</td>
</tr>
<tr>
<td>Year 10</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL** $ -

Broward County Transit Total $ -

Palm Tran Total $ -

**TOTAL PROPOSED PRICE** $ -

Total Proposed Price is full compensation for the initial 5-year term

Company Name: ________________________________

Submitted by: ________________________________

Signature: ________________________________

Date: ________________________________
REQUIREMENTS RESPONSE

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

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement</th>
<th>Requirement</th>
<th>Requirement</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1.1</td>
<td>A.1.3</td>
<td>A.1.4</td>
<td>A.1.5</td>
<td>A.1.6</td>
</tr>
<tr>
<td>A.1.7</td>
<td>A.1.8</td>
<td>A.1.11</td>
<td>A.1.12</td>
<td>A.1.13</td>
</tr>
<tr>
<td>A.1.14</td>
<td>A.1.15</td>
<td>A.1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.1.4</td>
<td>B.1.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.1.3</td>
<td>C.1.4</td>
<td>C.1.5</td>
<td>C.1.7</td>
<td>C.1.18</td>
</tr>
<tr>
<td>C.1.19</td>
<td>C.1.20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.1</td>
<td>E.1.5</td>
<td>E.1.8</td>
<td>E.1.15</td>
<td>E.1.20</td>
</tr>
<tr>
<td>F.1.1</td>
<td>F.1.2</td>
<td>F.1.5</td>
<td>F.1.12</td>
<td></td>
</tr>
<tr>
<td>G.1.12</td>
<td>I.1.4</td>
<td>K.1.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M.1.1</td>
<td>M.1.5</td>
<td>M.1.6</td>
<td>M.1.7</td>
<td>M.1.9</td>
</tr>
<tr>
<td>M.1.11</td>
<td>M.1.12</td>
<td>M.1.14</td>
<td>M.1.15</td>
<td>M.1.16</td>
</tr>
<tr>
<td>M.1.17</td>
<td>M.1.18</td>
<td>M.1.20</td>
<td>M.1.21</td>
<td>M.1.23</td>
</tr>
</tbody>
</table>

Vendor Fit-Gap Response Codes:

- **F** = Fully Provided "Out-of-the-Box" with personalization/configuration (no changes to underlying source code)
- **M** = Modification/Customization (changes to source code)
- **TP** = Third Party Software Required
- **U** = Unable to Meet Requirement
<table>
<thead>
<tr>
<th>Item</th>
<th>Requirements</th>
<th>F</th>
<th>M</th>
<th>TP</th>
<th>U</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>General requirements for all proposed systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.1</td>
<td>Mobile Ticketing system shall be implemented and operated in a PCI compliant manner at all times.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.2</td>
<td>The system should provide multiple ways for customer to conveniently acquire, pay for the reload value on a mobile devices.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.3</td>
<td>All Mobile Ticketing related data shall be transmitted in a secure, reliable and efficient manner.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.4</td>
<td>All customer information shall be safeguarded from unauthorized access through the use of strong encryption or similar technology.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.5</td>
<td>Vendor shall identify and notify BCT and Palm Tran of any changes to the standards that are instituted between the time of Notice-To-Proceed (NTP) and implementation and certify that their software meets requirements.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.6</td>
<td>The Mobile Ticketing system shall quickly process all transactions while being highly accurate and reliable. Vendor must provide supporting design and specification on how they will achieve this requirement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.7</td>
<td>System shall support Near Field Communication (NFC).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1.8</td>
<td>System shall be scalable to support growth based on transaction growth and service expansion.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| A.1.9 | As new versions of mobile device platforms and systems are introduced in the marketplace, the vendor shall provide a plan and/or product roadmap to ensure continued usability and reliability of the application for BCT and Palm Tran riders at no additional cost to the County.  

NOTE: 3G cellular communication coverage is shrinking and 4G cellular communication is preferred. |   |   |   |   |
| A.1.10 | All deviations from the scope of work, plans or specifications must be approved in writing by BCT and Palm Tran and must adhere to the County’s established procurement policy. |   |   |   |   |
| A.1.11 | All data shall be the property of BCT and Palm Tran respectively, and shall reside within BCT and Palm Tran. The database structures and any interfaces shall be documented to BCT and Palm Tran. BCT and Palm Tran shall be allowed access to the database tables and use of the data and interfaces. BCT and Palm Tran shall be allowed to extend such access and use to third parties for integration purposes. |   |   |   |   |
| A.1.12 | The vendor shall supply all hardware, software, spare parts, and services necessary to accomplish the supply, installation, testing, documentation, training, and startup of a complete, fully integrated and functional system. In addition, provide technical support, and warranty coverage on implemented hardware and software. |   |   |   |   |
| A.1.13 | The vendor shall guarantee the availability of replacement parts for at least a 10 year period after the date of acceptance. The spare parts shall be interchangeable with |   |   |   |   |
the original equipment and shall be manufactured in accordance with the original equipment manufacturers specifications. If a component becomes obsolete the Vendor shall provide a current technology replacement and shall make any necessary software changes to accommodate the new component and assure functionality of the system at no cost to the County.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1.14</td>
<td>The vendor shall provide software licenses and install and integrate all upgrades needed to the existing software.</td>
</tr>
<tr>
<td>A.1.15</td>
<td>Vendor shall be responsible for providing software support services (which may be subcontracted from respective software vendors) as a single point of contact when applicable.</td>
</tr>
<tr>
<td>A.1.16</td>
<td>The proposed systems should be highly reliable, fault tolerant that will meet current needs and provide for future expansion. The systems are expected to serve BCT and Palm Tran for at least 10 years and should be scalable to accommodate up to 600 vehicles at BCT and up to 300 vehicles at Palm Tran.</td>
</tr>
<tr>
<td>A.1.17</td>
<td>In the event of hardware and/or peripherals failure, the vendor must provide and deliver a fully functional replacement unit within a reasonable amount of time. The objective is to reduce system down-time and maintain operations.</td>
</tr>
<tr>
<td>A.1.18</td>
<td>The proposed systems should utilize Web-based browser technology with mobile friendly and mobile application capability delivery to be used across disparate mobile device platforms.</td>
</tr>
<tr>
<td>A.1.19</td>
<td>EASY card available for purchase via Ticket Vending Machines Point of Sale (POS) terminals located in consignment locations throughout Miami, Tri Rail train stations and via the MDT/SFRTA website.</td>
</tr>
<tr>
<td>A.1.20</td>
<td>The proposed systems should be...</td>
</tr>
</tbody>
</table>
The proposed system should be compatible with servers running virtualization technology, preferably by edition as a minimum, or greater, with clustered host servers with iSCSI/SAN centralized storage array which is Broward and also Palm Beach County's standard architecture.

A.1.21 The Fare Collection system should support both of the two County-standard Relational Database Management Systems (RBMS): Microsoft SQL 2008 Enterprise Edition R2 SP1 or Oracle 11g R2 Enterprise Edition, or the most current version.

A.1.22 All servers in the Data Centers shall be fully redundant and capable of automatic failover without administrator intervention. The system should also support a test environment for use by BCT and Palm Tran system administration staff.

A.1.23 The system should support industry standards set by the National Transportation Communications for ITS Protocol (NTCIP), the Transit Communications Interface Profiles (TCIP) Standard Development Program of American Public Transportation Association (APTA), and Standard Interface for Real-Time Information (SIRI), General Transit Feed Specification (GTFS) and the Society of Automobile Engineers (SAE).

A.1.24 The proposed system should have the ability to support open standards/open architecture such as interface with common technologies. Examples are: SOAP or REST web services, Java, .NET and messaging specifications such as XML, and CSV to enable modularity and flexibility. Must have the ability to interface with Miami-Dade Transit's Automatic Fare Collection system's back office to accept the EASY Card.

A.1.25 This fare payment system shall include an API that would allow the
A mobile app to integrate fare-related features. The capability of integration via the API is intended to make it easier for riders to use public transportation by integrating customer operations instead of using separate apps or mobile sites to get real-time arrival information, pay for their transit pass, and scan their transit pass when boarding a vehicle.

**B.1 Fare Collection system general requirements**

**B.1.1** The proposed solution should be a configurable, commercial off-the-shelf (COTS) software solution. The core architecture is to be easily extensible to accommodate additional types of fare media.

**B.1.2** The Fare Collection back office software should be installed on system administrator’s stations and other work stations selected by BCT and Palm Tran to interface with MDT back office in order to process the EASY Card transactional data.

**B.1.3** Capable of accepting fare updates and fare rules changes.

**B.1.4** Selected vendor will be required to work with ITS and Engineering group from MDT to develop interfaces required to provide all data files between BCT Palm Tran and MDT Nextfare System.

**B.1.5** Selected vendor will also be required to work with MDT to develop a method to load the EASY Card Encryption Keys (EKs) to the proposed reader/validator without compromising the EASY Card system integrity and security.

**B.1.6** Future integration of credit card payments with our present Point of Sale (POS) system at BCT locations.

**C.1 On-board Equipment requirements for fixed-route fleet**
| C.1.1  | The vendor should provide a single vehicle operator terminal (OCU/DCU), or software upgrade for existing CCU/DCU, as necessary, for integration into the Fare collection system, and the combination will be functionally able to accept the EASY Card for interface solution with the GFI farebox. | ☐ | ☐ | ☐ | ☐ |
| C.1.2  | The reader/validator should capture card number, card type, fare paid and time stamped. | ☐ | ☐ | ☐ | ☐ |
| C.1.3  | The vendor shall provide a card reader/validator for the EASY Card that interfaces with BCT's and Palm Tran's existing GFI farebox system or provide a standalone solution. | ☐ | ☐ | ☐ | ☐ |
| C.1.4  | The reader/validator shall be able to read all media (e.g., EASY Cards, Plus Codes, QR Codes, NFC, Bar Codes) allowed to be used as a credential for fare collection. The device has to be certified as ISO 14443-compliant. | ☐ | ☐ | ☐ | ☐ |
| C.1.5  | The reader/validator shall be verified against specific criteria such as being able to interpret the EASY Card's physical layout so that the card can be read. | ☐ | ☐ | ☐ | ☐ |
| C.1.6  | The Reader/Validator should suitably installed, withstand the harsh outside environment, and be usable by customers. | ☐ | ☐ | ☐ | ☐ |
| C.1.7  | Reader/Validators shall be compliant with Americans with Disabilities Act (ADA) and specific agency's defined requirements for usability. | ☐ | ☐ | ☐ | ☐ |
| C.1.8  | ISO 14443 is an industry standard that defines the communication protocols and exchange methods for Proximity Integrated Circuit Cards (PICCs), such as the EASY | ☐ | ☐ | ☐ | ☐ |
Cards (1989), such as the EASY Card. It defines two types of cards – Type A, which comprise primarily of contactless transit cards today, and Type B, which have an added layer of security exchanges. The solution should accept both Type A and Type B cards in order to accommodate greater flexibility for the tri-county riders.

C.1.9 The on-board fare collection system equipment provided by the vendor should automatically turn on when a vehicle is turned on, and should shut down after the vehicle’s power is turned off. The unit should be independent when the bus is powered off.

C.1.10 The system should allow authorized, remote access to be able to modify on-board fare collection system data tables, fare payment rules, etc.

C.1.11 The on-board fare collection system should upload/download data with the maintenance facilities computer system to validate fare structures, validate EASY Card IDs, and fares collected. Communications to the maintenance facilities computer system shall occur via WiFi whenever a vehicle enters the garage yard, or is powered on within communications range of the depot network.

C.1.12 The OCU/DCU computers should send the relevant data EASY Card information and all relevant fare collection information to the maintenance facilities computer system by wireless communications.

C.1.13 The proposed system should allow the vehicle operator to override an invalid EASY Card if a vehicle operator is required due to a system error. However, the system shall capture the operator ID number, and the EASY Card Number, fare payment, and should automatically generate an exception report if this situation occurs.
| C.1.14 | The OCU/DCU computer should be integrated with the farebox components, including the EASY Card reader/validator. Once the OCU/DCU log-on is completed, the OCU/DCU should use the log-on data to initialize the farebox, and begin the process of automatically sending/receiving current fare tables and EASY Card data from the depot computer system and shall not interfere with the BCT and Palm Tran CAD/AVL system and its ability to communicate with the farebox. The unit can also be a secondary accessory to the fare box. |
| C.1.15 | The card reader/validator should incorporate an integrated GPS receiver and report latitude, longitude, time, direction of travel. |
| C.1.16 | When a vehicle operator is logged in, the OCU/DCU computer operator terminal shall provide feedback on the EASY Card, QR Codes, NFC, and Bar Codes, current fare payment adherence status, and be displayed consistent with current fare media messaging, for the operator. |
| C.1.17 | The on-board fare collection system equipment computer should periodically attempt to send data to the depot computer as soon as it receives an acknowledgement from the depot computer system of communications network availability on or near transit property. |
| C.1.18 | EASY Card processors shall be able to process every ticket type (i.e., stored value, store ride, passes and transfers). |
| C.1.19 | Each bus shall be equipped with an EASY Card processor. The processor shall be contactless/proximity type which provides a reader target which can process a card when the card is passed in the vicinity of the target. The processor must meet ADA requirements. |
| C.1.20 | The reader/validator processor shall perform all other functions of the magnetic ticketing processing unit without the media having to leave |
the patron’s hand.

D.1 Interface between the depot computer with on-board subsystems to collect and report data

D.1.1 The OCU/DCU computer for the Fare Collection System will interface with other on-board fare collection components through communications cabling and connections compliant with the Society of Automobile Engineers (SAE) J1708/1587, J1939, or other acceptable network standard, to form an open standard vehicle area network. All Message IDs and Parameter IDs used in the system provided by the contractor and those available and supported for communications with future on-board devices using the J1708/1587 or other acceptable interface should be fully documented.

D.1.2 On-board interfaces should be combined into one display screen in order to increase the ease of use for the operator.

D.1.3 The contractor should present and have approved by Broward County Enterprise Technology Services (ETS) and Palm Beach County Information System Services (ISS) a network security plan that demonstrates due diligence in providing industry standard techniques for protecting the security of Broward and Palm Beach County’s internal network from unauthorized access via the WAN and LAN systems.

D.1.4 Integrate new readers/validators with the existing GFI Odyssey farebox.

D.1.5 BCT and Palm Tran will require the system selected to have the ability
to have seamlessly integrate with CAD/AVL controller for cellular communication near real time. If not, the option to create an independent communication design for real time activity.

<table>
<thead>
<tr>
<th>E.1</th>
<th>Back Office/Central Computer System requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1.1</td>
<td>Access to system shall be strictly limited to authorized users only. The ability to allow logins with Active Directory credentials for Fare Collection system administration and other desktop users.</td>
</tr>
<tr>
<td>E.1.2</td>
<td>The system should be implemented at all BCT bus facilities. The system should be implemented at all Palm Tran depots.</td>
</tr>
<tr>
<td>E.1.3</td>
<td>The Central Computer System Management application should be accessible through secured web enabled wireless devices.</td>
</tr>
<tr>
<td>E.1.4</td>
<td>The Data Center Central System and on board computer should track all fare payment transactions and relevant data configurable by BCT and Palm Tran.</td>
</tr>
<tr>
<td>E.1.5</td>
<td>Shall provide information for customer service agents to help address customer questions and concerns regarding the EASY Cards. The ability to report the usage of a particular EASY Card over a period of time, on a particular bus, at a particular stop.</td>
</tr>
<tr>
<td>E.1.6</td>
<td>The system should provide a user interface for both BCT and Palm Tran staff to enter and update vehicle information.</td>
</tr>
<tr>
<td>E.1.7</td>
<td>The system should be accessible from any networked device through Web access with proper</td>
</tr>
</tbody>
</table>
E.1.8  The system shall have the capability to manage the current vehicle needs as well as future planning and service schedule with regards to fare payment media types, and additional fleet types and size.

E.1.9  A web enabled / “thin client” program shall be provided to allow remote access to the fare collection system software on workstations for personnel identified by BCT and Palm Tran.

E.1.10 Software functions, views and data access rights should be configurable, by authorized BCT and Palm Tran staff, to meet the needs of different access levels such as read-only, general users, managers, system administrators, etc.

E.1.11 The system should enable System Administrators to review and modify system configuration and parameters. The ability to monitor the status of all system components should also be provided from a central location.

E.1.12 The system should poll MDT’s Back Office for an updated “Hotlist” report whenever a configurable time has passed since the most recent report was received. The hotlist reports the invalid EASY Cards to reduce fraud. The system should have the ability to poll for a report at a frequency of once every 15 minutes and other longer intervals.

E.1.13 The system should receive and store “GPS lock” status, GPS location latitude and longitude information stamped with date, time, vehicle ID, operator ID, run/route ID, and EASY Card readings from OCU/DCU on-board systems.

E.1.14 Based on BCT’s, and Palm Tran’s data for each EASY Card fare payment, the system shall create a billing reimbursement report for
<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1.15</td>
<td>The system shall provide an output of the current data transmitted from MDT for all EASY Cards in use and those “HotList” EASY Cards. The data will be wirelessly communicated to the on-board systems when powered on, and in range of the communications device(s). The vendor shall document and provide to BCT and Palm Tran the communications protocols, command sets and message formats used in this interface.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.16</td>
<td>Based on thresholds configurable by BCT and Palm Tran staff, the system should identify when vehicles are deemed to be malfunctioning due to “Hardware/software” failure and the inability to communicate on-board systems with the BCT and Palm Tran Central Computer system.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.17</td>
<td>The system should have the ability to monitor the status of equipment communications to the BCT and Palm Tran computers at pull-in and pull-out.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.18</td>
<td>The system should have built-in functions that protect data integrity in a multi-user and multi-processing environment.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.19</td>
<td>Vendor will provide a detailed description of the proposed back-office equipment and configuration.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.20</td>
<td>Vendor application shall accommodate BCT, Palm Tran and MDT fare structure with the ability to adapt for future expansion.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.21</td>
<td>The solution should provide a five year initial agreement term with up to five one year options exercisable at BCT and Palm Tran sole option.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.1.22</td>
<td>Vendor provides a comprehensive</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
E.1.22 Vendor provides a comprehensive tools to enable transit agency personnel to manage fare products and pricing. Provide personnel with the appropriate security and privileges.

E.1.23 MDT existing back office for EASY Card transactions will be utilized by the regional transit agencies for processing, accounting and fare payment reconciliation associated with the inter-agency travel.

E.1.24 The system should encrypt confidential information (e.g., passwords, and all other sensitive information).

F.1 Back Office/Data logging and retrieval

F.1.1 All data shall be the exclusive property of BCT and Palm Tran, and shall be immediately available.

F.1.2 All user actions, including system administrators, shall be stored in an activity log. The activity log should be real-time and accessible on-line. Each action should result in the log which should include, at a minimum, user ID, workstation ID, record/file ID(s), date/time, module/function ID(s), and other pertinent data associated with the action.

F.1.3 The system should retain a log of all system transactions, including software and hardware, for auditing, operational, and troubleshooting purposes. The maximum size of activity log storage should be configurable by the system administrator in order to conserve storage capacity for critical system functions.

F.1.4 All incoming and outgoing data should be stored for retrieval, analysis, display and printing on the central computer system at BCT and Palm Tran respectively.

F.1.5 The data storage system shall ensure data integrity in the event of
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.6</td>
<td>In addition, the system should include a means of archiving transaction data, or restoring data from an archive, while the system is in operation. It should not be necessary to shut down the database to perform a successful backup or restore operation.</td>
</tr>
<tr>
<td>F.1.7</td>
<td>The stored data should be time and date stamped, and should contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria. At a minimum, the following sorting and selection criteria should be supported for accessing the historical data from both the online and the archived storage: date and time, vehicle number, operator number, EASY Card number, run number, and fare collected.</td>
</tr>
<tr>
<td>F.1.8</td>
<td>Historical data should be read-only with modification only permitted to individual pre-defined fields.</td>
</tr>
<tr>
<td>F.1.9</td>
<td>Historical data should be available in a format that is directly accessible by or importable into common database management and analysis tools (e.g., ASCII, csv, XML and Excel).</td>
</tr>
<tr>
<td>F.1.10</td>
<td>The system should allow all historical data to be retrieved, even if it has been archived.</td>
</tr>
<tr>
<td>F.1.11</td>
<td>BCT and Palm Tran should be able to determine and implement as needed incremental, daily or other time frame-based backup of data. Other needs related to the archiving of intelligent transportation system data, such hardware and software, should also be determined and described by the BCT and Palm Tran.</td>
</tr>
<tr>
<td>F.1.12</td>
<td>All data shall be transmitted in a secure, reliable and efficient manner.</td>
</tr>
</tbody>
</table>

**Back Office/Reports**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.1.1</td>
<td>The extract, transform and load processes, with MDT’s back office, will be automated and will not require the day-to-day involvement of BCT and Palm Tran staff.</td>
</tr>
<tr>
<td>G.1.2</td>
<td>The MDT file extract, transform and load process shall be completed by the MDT at the end of each day and within the timeframes provided by the MDT.</td>
</tr>
<tr>
<td>G.1.3</td>
<td>Exception handling should be built-in to avoid the upload of any unwarranted data to the Depot computer, and Back Office Systems/Central Computer.</td>
</tr>
<tr>
<td>G.1.4</td>
<td>The extract, transform and load program should provide a web-based system administration dashboard to monitor the current attributes of the database. The system administration tool should also allow management of user roles and privileges for accessing reports.</td>
</tr>
<tr>
<td>G.1.5</td>
<td>The system should provide the ability to generate a variety of standard and ad hoc reports on weekly/monthly/yearly basis, manually submitted and on a scheduled basis.</td>
</tr>
<tr>
<td>G.1.6</td>
<td>BCT and Palm Tran should have access to the table view of the database and the ability to independently produce additional custom standard reports or ad hoc reports. Reporting software licenses should be included.</td>
</tr>
<tr>
<td>G.1.7</td>
<td>The software should have the capability of generating reports based on exceptions as per thresholds set and configurable by BCT and Palm Tran staff for various EASY Card transactions and fare payment options (e.g., transfers to/from the participating agencies).</td>
</tr>
<tr>
<td>G.1.8</td>
<td>Reporting should be available for on-board system component monitoring including hardware and software failure rates due to attempted but unsuccessful communication upload/download of data with the central computer.</td>
</tr>
<tr>
<td>G.1.9</td>
<td>The system should allow selection of any period for historical data.</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>G.1.10</td>
<td>All reports should use standard reporting tools (e.g., Crystal Reports) and should have the ability to export data into file formats that can be viewed and edited with standard office software (e.g., Microsoft Word and Excel).</td>
</tr>
<tr>
<td>G.1.11</td>
<td>All reports should include BCT or Palm Tran data for route IDs, stop IDs, operator IDs, vehicle IDs, etc.</td>
</tr>
<tr>
<td>G.1.12</td>
<td>Vendor shall provide sales and financial reports that itemize for each transaction such as payment method, value, payment type, ticket type, passenger type and other necessary information.</td>
</tr>
<tr>
<td>H.1</td>
<td>Back Office/Planning and Scheduling Reports:</td>
</tr>
<tr>
<td>H.1.1</td>
<td><strong>Pull Out/Pull-in detailed report.</strong> The Pull-Out and Pull-In analysis is a report that displays the actual sequence of leave and/or arrival times, all EASY Cards read, Fare Payment collected, and equipment performance Data throughout a 24 hour period. Include attempted communications with the BCT and Palm Tran computers whether successful or not.</td>
</tr>
<tr>
<td>H.1.2</td>
<td>National transit database (NTD) report requirements for fare payment transactions.</td>
</tr>
<tr>
<td>H.1.3</td>
<td>Summary report that shows the status of each scheduled Pull-Out and Pull-In as completed, late, or has been missed due to on-board Fare Collection Systems malfunction should be provided.</td>
</tr>
<tr>
<td>H.1.4</td>
<td>Summary report of driver interaction with on-board fare collection systems based on the vehicle component monitoring data and exceptions configurable by BCT and Palm Tran staff should be provided.</td>
</tr>
<tr>
<td>I.1</td>
<td>Back Office/Maintenance Reporting:</td>
</tr>
<tr>
<td>I.1.1</td>
<td>Maintenance work summary</td>
</tr>
<tr>
<td></td>
<td>identifying problem hardware and/or software, resolution and cause for the maintenance work, due to on-board Fare Collections Systems failure.</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>I.1.2</td>
<td>Repeat failures summary report should be a scheduled report.</td>
</tr>
<tr>
<td>I.1.3</td>
<td>System health summary for on-board Fare Collection (Reader/Validator) equipment by Bus Number should be provided.</td>
</tr>
<tr>
<td>I.1.4</td>
<td>The software shall provide a comprehensive set of data management, revenue conciliation and reporting tools.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>J.1</th>
<th>Back Office/Bulk data transfer at bus depots</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>J.1.1</td>
<td>The fare collection on-board system should be interfaced with the Bulk Data Transfer Support Software, to allow the system to exchange data over the wireless LAN.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.1.2</td>
<td>The system should allow files to be set up so that they will be automatically uploaded to vehicles when they connect with the wireless LAN, including a mechanism to avoid repeating an upload to a vehicle that has already previously received it as well as to determine once all vehicles have received the upload.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.1.3</td>
<td>The system should automatically receive from vehicles once they connect to the wireless LAN any files they have ready for upload, including a mechanism to avoid repeating an upload from a vehicle that has already previously provided it.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.1.4</td>
<td>A database should be maintained detailing which vehicles have received which data, software, and firmware updates.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.1.5</td>
<td>The fare collection on-board system should automatically connect to and authenticate the bus depot wireless LAN once in the coverage area.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.1.6</td>
<td>The mobile data computer should start bulk data transfer through the wireless LAN once the vehicle is authenticated.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
J.1.7 The fare collection on-board systems software should automatically implement any on-board device software or firmware upgrades/patches or configuration data uploaded by the bulk data transfer server.

J.1.8 The on board computer should upload the data fare payment transactions captured by the on-board systems over the wireless LAN on a daily basis.

J.1.9 The EASY Card data required by the Fare Collection system should be transferred to the vehicles over the wireless LAN. The bulk data transfer should permit all updates to occur without disrupting current operations.

J.1.10 The OCU/DCU data computer should provide an automated power off override feature in order to ensure complete download/upload of files before the vehicle shuts down.

J.1.11 The vendor should evaluate the existing WLAN systems at both BCT and Palm Tran depots and if needed, with the individual approval of Broward County Enterprise Technology Services (ETS) and Palm Beach County Information System Services (ISS) implement with assistance from ETS and ISS any modifications or enhancements required to support the Bulk Data Transfer needs.

J.1.12 The vendor should supply all functions, software, scripts, procedures, and training necessary for successful import of the BCT and Palm Tran EASY Card data into the on-board fare collection system so that BCT and Palm Tran can perform similar imports in the future without assistance from the Contractor.

K.1 Back office/Backup System

K.1.1 A Backup Management System with redundancy shall be provided for a Data Center System for both hardware and software.
### K.1.2
The database backup and restore program should be easily accessed and uncomplicated. Allowing the agency to efficiently restore the entire database in the event of a system failure.

### L.1 System administration and alarm/failure monitoring:

#### L.1.1
On-board equipment status (e.g., Card Reader/Validator software version, I/O communications device software version).

#### L.1.2
Fare Collection system per vehicle upload and download summary.

#### L.1.3
Central computer equipment and communications status (e.g., software version and alarm status for hardware/software failure).

### M.1 Security:

#### M.1.1
Vendor shall comply with the most recent version of the Security Standards Council’s Payment Card Industry ("PCI") Payment Application Data Security Standard, and upon request, provide the County a copy of the most recent quarterly Approved Scanning Vendor ("ASV") scan report or annual Attestation of Scan Compliance.

#### M.1.2
Vendor will ensure that County has the ability to authenticate all access by username, password, or two-factor.

#### M.1.3
All servers that Provider uses to provide Services under the Agreement shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance.
to Final Acceptance. Any subsequent changes are subject to approval by County, which shall not be unreasonably withheld. All database servers will be protected behind a second set of internal firewalls.

M.1.4 Vendor's procedures for the following must be documented and approved by County prior to Final Acceptance: Evaluating security alerts and vulnerabilities, installing security patches and service packs, Intrusion detection, incident response, and incident escalation/investigation, Risk analysis and assessment procedures, User access and termination procedures, Physical/facility access controls, and Change control procedures.

M.1.5 Vendor shall maintain industry best practices for data privacy, security, and recovery measures including disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Provider shall maintain the same standards set forth herein regardless of whether the County data is stored at any primary or other location.

M.1.6 Vendor shall protect any Internet interfaces provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") Baseline Requirements and Network and Certificate Systems Security Requirements.

M.1.7 Provider shall ensure adequate background checks have been performed on any personnel having
access to County data/files. To the extent permitted by such checks, Provider shall not knowingly allow access to any County data/files to convicted felons or other persons deemed by Provider to be a security risk.

M.1.8 Vendor must mitigate critical or high risk vulnerabilities immediately after critical or high risk vulnerabilities are formally identified.

M.1.9 Vendor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Agreement.

M.1.10 Upon termination or expiration of this Agreement, after written confirmation by County that the applicable County data is currently maintained by County or otherwise securely stored, Vendor shall securely erase all County data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards.

M.1.11 For the duration of the Agreement, Vendor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third party contractors while using the System.

M.1.12 For the duration of the Agreement, Vendor shall provide County with the ability to generate account reports consisting of the account holder’s name and application access rights.

M.1.13 In the event of any impermissible disclosure, loss or destruction of
<p>| M.1.14 | Vendor shall immediately notify the County of any terminations/separations of employees performing services under the Agreement or who had access to the County’s network in order to disable such employees’ access to County systems. |
| M.1.15 | Vendor must provide a security plan or secure configuration guide for Software installed in the County environment by the Provider. |
| M.1.16 | Vendor shall advise of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed. |
| M.1.17 | Vendor shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities. |
| M.1.18 | Vendor shall ensure that physical security features are included in the Hardware acquired under this Agreement to prevent tampering. |
| M.1.19 | Any hardware provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County’s Contract Administrator. |
| M.1.20 | Vendor shall disclose any default |</p>
<table>
<thead>
<tr>
<th>M.1.21</th>
<th>Vendor shall regularly provide County with end-of-life-schedules for all applicable Hardware and Software.</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.1.22</td>
<td>Vendor will support encryption using at least Advanced Encryption Standard 256-bit encryption keys (&quot;AES-256&quot;) for the connection from County to Provider’s production network.</td>
</tr>
<tr>
<td>M.1.23</td>
<td>Vendor shall maintain controls that ensure separation of County data, confidential information, and security information from that of Provider’s other clients. Provider agrees to provide AES-256 data encryption for Social Security Numbers, Taxpayer Identification Numbers, Employer Identification Numbers, bank account numbers, passwords, and any other data such as Protected Health Information (&quot;PHI&quot;) and Personally Identifiable Information (&quot;PII&quot;) or as otherwise directed by County on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Provider shall also ensure that the encryption key(s) is/are not stored with the encrypted data and are secured by a Hardware Security Module (&quot;HSM&quot;). Provider shall immediately notify County of any compromise of the encryption keys. Provider shall provide a copy of County’s encryption key(s) at County’s request.</td>
</tr>
<tr>
<td>M.1.24</td>
<td>Upon County’s request, Provider shall make available to the County proof of Provider’s compliance with all applicable federal, state, and local laws, codes, ordinances, and regulations.</td>
</tr>
</tbody>
</table>
local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Provider's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 ("ISO 27001") certification); and any other proof of compliance as may be required from time to time.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
Proposers Questionnaire

In addition to the Requirements Response table above, the proposer should answer the questions listed below and submit as part of this Requirements Response. Firms are instructed to include, in the response to the Pri Sheets, all costs required to implement all requirements in this Requirements Response.

In responding to the following questions, the Proposer should maintain the alphabet letter and should repeat the question with the response. Technical Specification references are included with the questions, where applicable. A question may be answered by a specific reference (document title, volume, section, page, and paragraph number) to the proposal or accompanying documentation.

a. What services, hardware and software do you provide for Mobile Ticketing for a bus transit fare collection system?
b. Describe the methods of payment your Mobile Ticketing solution supports.
c. Describe your approach for Mobile Ticket validation onboard buses. What mobile devices and validation technologies do you support?
d. Describe how your Mobile Ticketing solution can enable acceptance of the EASY Card based on the objectives described in the Scope of Services section of this RFP. What are the specific technical customization that would be required?
e. Describe whether your Mobile Ticketing solution onboard buses is stand alone, can be integrated with an existing GFI farebox, or a new farebox will be required.
f. Describe the BackOffice functions you propose for this project. What reporting capabilities do you provide? How do you support sales, reconciliation and auditing? How do you propose to support existing and future account receivables and billing?
g. What do you see as the major challenges of the project and how do you plan to mitigate the risk they present?
h. Describe implementing security measures to data and all components involved with the operation. In the event of an actual security breach, what is your response plan?
i. Provide information for any intellectual property issues related to your solution.
j. Describe your project management strategy and methodology.
k. Describe how your Mobile Ticketing and EASY Card acceptance solution can be extended to support the proposed future Wave streetcar system.

Document Glossary

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

Choice Riders: Planning Terminology indicating individual who have access to automobile but choice to use public transportation for the choice of transport.

Hotlist: is also called a blacklist and refers to the list of cards that are no longer considered valid for use on the transit system for various reasons.
Driver Controller Units (DCUs) or Operator Controller Units (OCUs): - is a controller unit, or the on-board computer that the bus operator uses to select options such as fares, routes, transfers, special programs, as passengers board the buses. The DCU/OCU is typically connected to the fareboxes to record the number of transactions, type of transactions, any irregularities, etc.

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

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

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

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

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

Out of the box: - Feature or functionality, particularly in software, is a feature or functionality of a product that works immediately after installation without any configuration or modification.

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

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

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

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

Stored value solution: - refers to architecture where the cash value and pass product is stored on the physical fare media used. An example of a stored value solution is MDT’s and SFRTA’s EASY Card implementation.
Vendor Reference Verification Form

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

Broward County Solicitation No. and Title:
V1380512P1 Mobile Ticketing and Fare Card Interoperability System

Reference for:

Organization/Firm Name providing reference:

Contact Name: ___________________________ Reference date: ____________

Contact Email: ___________________________ Contact Phone: ___________________________

Name of Referenced Project:

Contract No. ___________________________ Date Services Provided: ____________ to ____________

Vendor’s role in Project: [ ] Prime Vendor [ ] Subconsultant/Subcontractor

Would you use this vendor again? [ ] Yes [ ] No

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

<table>
<thead>
<tr>
<th>Needs Improvement</th>
<th>Satisfactory</th>
<th>Excellent</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Vendor’s Quality of Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Responsive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Accuracy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Deliverables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Vendor’s Organization:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Staff expertise</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Professionalism</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Turnover</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Timeliness of:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Project</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Deliverables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Project completed within budget</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Cooperation with:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Your Firm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Subcontractor(s)/Subconsultant(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Regulatory Agency(ies)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments: (provide on additional sheet if needed)

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County for basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
Demonstration Script
Broward County Transit / Palm Tran
Transit Mobile Ticketing and Fare Card Interoperability System

Each vendor will be allotted a limit of ninety (90) minutes for their demonstration.

<table>
<thead>
<tr>
<th>TASK</th>
<th>Compliant</th>
<th>Alternate Method</th>
<th>Modification</th>
<th>Non-Compliant</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrate the architecture diagram(s) and provide an overview of the solutions proposed for the Mobile Ticketing and Fare Card Interoperability System.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Demonstrate hardware and software required for back office.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Demonstrate the different methods of fare payments supported by your Mobile Ticketing Solution.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Demonstrate Mobile Ticketing apps for smart phones features and benefits, creating accounts, purchasing tickets, payment options and adding fund to account.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Demonstrate features of the customer web portal.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ON BOARD SYSTEMS

6. Demonstrate the functionality/capabilities of the reader/validator for both Mobile Ticketing and the acceptance of Miami Dade Transit EASY Card e.g. authentication, validation and status indicator. | | | | | |
<table>
<thead>
<tr>
<th>TASK</th>
<th>Non-Compliant</th>
<th>Compliant</th>
<th>Alternate Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Demonstrate what is recorded in a typical transaction.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Demonstrate the reader/validator interfaces with the farebox and onboard data communication equipment.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Demonstrate the system capabilities to handle all data flow communications from the buses to the depots and vice versa.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Demonstrate the system includes a means of archiving transaction data, or restoring data from an archive, while the system is in operation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Demonstrate the stored data are time and date stamped, and contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Demonstrate BCT and Palm Tran has access to table views of database and the ability to independently produce additional custom standard reports or ad hoc reports.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TASK</td>
<td>Compliant</td>
<td>Alternate Method</td>
<td>Modification</td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td>------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>13. Demonstrate different types of reports produced by the back office e.g. ridership, sales, revenue, maintenance and fare transaction reconciliation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Demonstrate the system log of all system transactions, including software and hardware, for auditing, operational, and troubleshooting purposes. The maximum size of activity log storage shall be configurable by the system administrator in order to conserve storage capacity for critical system functions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Demonstrate end users configuration for application form, functionality and features.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Demonstrate the methods employed enabling system administrators to define security policies.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Demonstrate the System Administrators has the ability to monitors the status of all components and the capability to review and modify application system configuration and parameters.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TASK</td>
<td>Compliant</td>
<td>Alternate Method</td>
<td>Modification</td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td>------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>18.</td>
<td>Demonstrate all user actions including system administrators, stored in an activity log and time stamped. Demonstrate the activity log is accessible on-line. Each action shall result in the log which shall include, at a minimum, user ID, workstation ID, record/file ID(s), date/time, module/function ID(s), and other pertinent data associated with the action.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Demonstrate all user actions including system administrators, stored in an activity log and time stamped. Demonstrate the activity log is accessible on-line. Each action shall result in the log which shall include, at a minimum, user ID, workstation ID, record/file ID(s), date/time, module/function ID(s), and other pertinent data associated with the action.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Demonstrate data storage capabilities and ability to retrieve, analyze, display and print data.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECURITY**

<table>
<thead>
<tr>
<th>TASK</th>
<th>Compliant</th>
<th>Alternate Method</th>
<th>Modification</th>
<th>Non-Compliant</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.</td>
<td>Demonstrate security measures you will be employing for both data and network security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Demonstrate your ability to be compliant with security industry standard Payment Card Industry (PCI) requirements.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
VENDOR QUESTIONNAIRE FORM

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

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

1. Legal business name: ____________________________

2. Federal Employer I.D. no. (FEIN): ____________________ Dun and Bradstreet No.: ____________________

4. Doing Business As/ Fictitious Name (if applicable): ____________________

5. Website address (if applicable): ____________________

6. Principal place of business address: ____________________

7. Office location responsible for this project: ____________________

8. Telephone no.: ____________________ Fax no.: ____________________

9. TYPE OF BUSINESS (check appropriate box):
   - Corporation (Specify the State of Incorporation): ____________________
   - Sole Proprietor: ____________________
   - Limited Liability Corporation: ____________________
   - Limited Partnership: ____________________
   - General Partnership (State and County filed in): ____________________
   - Other – Specify: ____________________

10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name): ____________________

11. List name and title of each principal, owner, officer, and major shareholder:
   a) ____________________________________________________________
   b) ____________________________________________________________
   c) ____________________________________________________________
   d) ____________________________________________________________

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

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

    Name: ____________________ Title: ____________________

13. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.

14. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.

15. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.

16. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.

17. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.

18. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.

19. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.

20. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.

If yes, Living Wage increased the pricing by [ ]% or decreased the pricing by [ ]%.
STANDARD CERTIFICATIONS

The completed and acknowledged certifications should be submitted with the solicitation response but must be submitted within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

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

The Vendor hereby certifies that: (check each box)

☐ The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended; and

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

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

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

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

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

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

The Vendor hereby certifies that: (select one)

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

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

The Vendor hereby certifies that: (check box)

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

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

The Vendor hereby certifies that: (check each box)

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

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

*AUTHORIZED SIGNATURE/NAME*  *TITLE*  *DATE*

Vendor Name: ____________________________
* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor’s authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor’s response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor’s response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor’s response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
The completed form(s) should be returned with the Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

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

<table>
<thead>
<tr>
<th>Is this for a: (check type)</th>
<th>Vendor is Plaintiff ☐ Vendor is Defendant ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Parent, ☐ Subsidiary, or</td>
<td></td>
</tr>
<tr>
<td>☐ Predecessor Firm?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Party</th>
<th>Case Number, Name, and Date Filed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Court or other tribunal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Case</th>
<th>Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Claim or Cause of Action and Brief description of each Count</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brief description of the Subject Matter and Project Involved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disposition of Case</th>
<th>Pending ☐ Settled ☐ Dismissed ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judgment Vendor’s Favor ☐ Judgment Against Vendor ☐</td>
<td></td>
</tr>
<tr>
<td>If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Opposing Counsel</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Telephone Number:</td>
</tr>
</tbody>
</table>

Vendor Name: ____________________________
AGREEMENT EXCEPTION FORM

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

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

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or

- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/Section number)

<table>
<thead>
<tr>
<th>Term or Condition Article / Section</th>
<th>Insert version of exception or specific proposed alternative language</th>
<th>Provide brief justification for change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor Name: ____________________________

2/12/2016 7:31 AM
**VOLUME OF PREVIOUS WORK ATTESTATION FORM**

The completed and signed form should be returned with the Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to provide timely may affect the Vendor’s evaluation. This completed form must be included with the Vendor’s submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

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

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Title</th>
<th>Solicitation/ Contract Number:</th>
<th>Department or Division</th>
<th>Date Awarded</th>
<th>Paid to Date Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

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

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

Vendor Name: __________________________

Authorized Signature/ Name __________________________ Title __________________________ Date __________________________
VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

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

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Title</th>
<th>Solicitation/ Contract Number:</th>
<th>Department or Division</th>
<th>Date Awarded</th>
<th>JV Equity %</th>
<th>Paid to Date Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total

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

Vendor Name: ____________________________

Authorized Signature/ Name: ____________________________

Title: ____________________________

Date: ____________________________
SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS INFORMATION FORM

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

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed.

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

2. Subcontracted Firm’s Name: 
   - Subcontracted Firm’s Address: 
   - Subcontracted Firm’s Telephone Number: 
   - Contact Person’s Name and Position: 

2/12/2016 7:31 AM
Contact Person’s E-Mail Address: 

Estimated Subcontract/Supplies Contract Amount: 

Type of Work/Supplies Provided: 

<table>
<thead>
<tr>
<th>Authorized Signature/Name</th>
<th>Title</th>
<th>Vendor Name</th>
<th>Date</th>
</tr>
</thead>
</table>

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.
AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

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

a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.

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

c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

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

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

Principal’s Name: __________________________

Names of Affiliated Entities: __________________________

Principal’s Name: __________________________

Names of Affiliated Entities: __________________________

Principal’s Name: __________________________

Names of Affiliated Entities: __________________________

Authorized Signature Name: __________________________

Title: __________________________

Vendor Name: __________________________

Date: __________________________
LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

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

Print Name of Lobbyist
Print Lobbyist’s Firm
Print Name of Lobbyist
Print Lobbyist’s Firm

Authorized Signature/Name
Title
Vendor Name
Date
EMployment Eligibility Verification Program
Requirement Certification Form

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

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

1. Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.

2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the “Edit Company Profile” page and make such record available to within seven days of request from the County.

3. Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County’s request.

4. Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

5. Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).

6. Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of County’s request.

Authorized Signature/ Name: __________________________
Title: __________________________
Company: __________________________
Date: __________________________
SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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

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

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

<table>
<thead>
<tr>
<th>Authorized Signature/Name</th>
<th>Title</th>
<th>Vendor Name</th>
<th>Date</th>
</tr>
</thead>
</table>

2/12/2016 7:31 AM
VENDOR’S OPPORTUNITY LIST FORM

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

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

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

<table>
<thead>
<tr>
<th>Prime Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax ID Number:</td>
</tr>
<tr>
<td>Firm Name:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Year Firm Established:</td>
</tr>
</tbody>
</table>

9. Annual Gross Receipts

- Less than $200,000
- $200,001 - $500,000
- $500,001 - less than $1 million
- $1 million - less than $5 million
- $5 million - less than $10 million
- $10 million - less than $20 million
- $20 million - less than $50 million
- $50 million - less than $100 million
- $100 million - less than $500 million
- $500 million - less than $1 billion
- Over $1 billion

10. Ethnic Categories

- B (Black American)
- H (Hispanic American)
- NA(Native American)
- Subcont. Asian American
- Asian Pacific American
- Non- Minority Women
- Other (i.e., not of any other group listed above)

11. Gender

- Female
- Male

Please be specific in regard to type of work.

Contract Amount or Percentage

: ____________________________ or ($): ____________________________
**Subcontractor/Subconsultant Information**

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

<table>
<thead>
<tr>
<th>Federal Tax ID Number:</th>
<th>9. Subcontract Amount/Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(%) or ($)</td>
</tr>
<tr>
<td>Firm Name:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

**Year Firm Established:**

- [ ] DBE
- [ ] Non-DBE
- [ ] Subcontractor
- [ ] Subconsultant

**Type of work bid on:**

*Please be specific in regard to the type of work.*

11. Ethnic Categories

- [ ] Asian Pacific American
- [ ] B (Black American)
- [ ] H (Hispanic American)
- [ ] NA (Native American)
- [ ] Non-Minority Women
- [ ] Subcont. Asian American
- [ ] Other (i.e., not of any other group listed above)

12. Gender

- [ ] Female
- [ ] Male

**Federal Tax ID Number:**

<table>
<thead>
<tr>
<th>9. Subcontract Amount/Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(%) or ($)</td>
</tr>
</tbody>
</table>

10. Annual Gross Receipts:

- [ ] Less than $200,000
- [ ] $200,001 - $500,000
- [ ] $500,001 - less than $1 million
- [ ] $1 million - less than $5 million
- [ ] $5 million - less than $10 million
- [ ] $10 million - less than $20 million
- [ ] $20 million - less than $50 million
- [ ] $50 million - less than $100 million
- [ ] $100 million - less than $500 million
- [ ] $500 million - less than $1 billion
- [ ] Over $1 billion

11. Ethnic Categories

- [ ] Asian Pacific American
- [ ] B (Black American)
- [ ] H (Hispanic American)
- [ ] NA (Native American)
- [ ] Non-Minority Women
- [ ] Subcont. Asian American
- [ ] Other (i.e., not of any other group listed above)

12. Gender

- [ ] Female
- [ ] Male
<table>
<thead>
<tr>
<th>Million Range</th>
<th>Checkbox</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - less than $50 million</td>
<td>☐</td>
</tr>
<tr>
<td>$50 million - less than $100 million</td>
<td>☐</td>
</tr>
<tr>
<td>$100 million - less than $500 million</td>
<td>☐</td>
</tr>
<tr>
<td>$500 million - less than $1 billion</td>
<td>☐</td>
</tr>
<tr>
<td>$1 billion - less than $5 billion</td>
<td>☐</td>
</tr>
<tr>
<td>$5 billion - less than $20 billion</td>
<td>☐</td>
</tr>
<tr>
<td>$20 billion - less than $100 billion</td>
<td>☐</td>
</tr>
<tr>
<td>$100 billion - less than $500 billion</td>
<td>☐</td>
</tr>
<tr>
<td>Over $500 billion</td>
<td>☐</td>
</tr>
</tbody>
</table>

Please be specific in regard to the type of work bid on:

- Subconsultant
- Subcontractor
- DBE
- Non-DBE

12. Gender
- Female
- Male

Other group listed above (please specify in the space provided)
Insurance Requirements - Unknown Delivery Method

**NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER**

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
</tr>
<tr>
<td>Broad form or equivalent</td>
<td></td>
</tr>
<tr>
<td>With no exclusions or limitations for:</td>
<td></td>
</tr>
<tr>
<td>[ ] Premises–Operations</td>
<td></td>
</tr>
<tr>
<td>[ ] Explosion, Collapse, Underground</td>
<td></td>
</tr>
<tr>
<td>Hazards</td>
<td></td>
</tr>
<tr>
<td>[ ] Products/Completed Operations Hazard</td>
<td></td>
</tr>
<tr>
<td>[ ] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[ ] Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>[ ] Personal Injury</td>
<td></td>
</tr>
<tr>
<td>[ ] Other: Mobile Equipment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td></td>
<td>Combined single limit Bodily Injury &amp;</td>
</tr>
<tr>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td></td>
<td>Personal Injury</td>
</tr>
</tbody>
</table>

| BUSINESS AUTO LIABILITY                 |                                                |
| COMPREHENSIVE FORM                      |                                                |
| [x] Owned                               |                                                |
| [x] Hired                               |                                                |
| [x] Non-owned                           |                                                |
| [x] Scheduled                           |                                                |
| [x] Any Auto                            |                                                |
| Bodily Injury (each person)             |                                                |
| Bodily Injury (each accident)           |                                                |
| Property Damage                        |                                                |
| Combined single limit Bodily Injury &   | $ 300 k                                       |
| Property Damage                        |                                                |

| EXCESS/UMBRELLA LIABILITY               |                                                |
| May be used to supplement minimum       |                                                |
| liability coverage requirements.        |                                                |
| Follow form basis or Add’l insd         |                                                |
| endorsement is required                 |                                                |
| U.S. Longshoremen & Harbor Workers’ Act &|
| Jones Act is required for any activities on or about navigable water |

| [x ] WORKERS’ COMPENSATION              | Chapter 440 FS                                 |
|                                        | STATUTORY                                       |
|                                        | (each accident)                                 |
|                                        | $ 100 k                                        |

| [ ] PROFESSIONAL LIABILITY (E & O)       | (each accident)                                 |
|                                        | Extended coverage period                        |

| [ ] BUILDER’S RISK (PROPERTY)           |                                                |
| “ALL RISK” WITH WIND AND FLOOD         |                                                |
| Coverage must remain in force until     |                                                |
| written final acceptance by County.    |                                                |
| Maximum Deductible:                    | $10 k                                          |
| DED for WIND or WIND & FLOOD not to    |                                                |
| exceed 5% of completed value           |                                                |
| CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE|                                                |

| [ ] Installation floater                | Maximum Deductible: $10 k                      |
| Coverage must be “All Risk”, completed  |                                                |
| value. Coverage must remain in force    |                                                |
| until written final acceptance by County. |                                                |

**DESCRIPTION OF OPERATIONS/Locations/VEHICLES**

**REFERENCE**: Mobile Ticketing and Fare Card Interoperability Project-BCT

**CERTIFICATE HOLDER**:  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Attention: Curt Johnson, ETS

Digitally signed by  
FRANCISCO VASQUEZ  
Date: 2015.08.07  
10:09:14 -04'00'
# Table of Contents

**AUTHORITY** ................................................................................................................... 4

**DEFINITIONS** .................................................................................................................. 4

**FURTHER INFORMATION**................................................................................................. 4

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

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

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

3. FEDERAL CHANGES ....................................................................................................... 5

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

5. ACCESS TO RECORDS AND REPORTS ........................................................................ 6

6. CIVIL RIGHTS REQUIREMENTS ...................................................................................... 7

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

8. CONTRACT COMPLIANCE MONITORING ................................................................... 13

9. ENERGY CONSERVATION ............................................................................................ 13

10. TERMINATION .................................................................................................................. 13

**PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL**................................. 16

11. RECYCLED PRODUCTS ............................................................................................. 16

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION ........................................ 16

13. BUY AMERICA ............................................................................................................. 16

14. RESOLUTION OF DISPUTES ..................................................................................... 16

15. LOBBYING ................................................................................................................... 17

16. CLEAN AIR ................................................................................................................. 17

17. CLEAN WATER REQUIREMENTS .............................................................................. 18

18. BONDING REQUIREMENTS ....................................................................................... 18

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS ........................................ 18

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT ................................. 26

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS .................................................. 27

22. FLY AMERICA............................................................................................................ 29

23. CARGO PREFERENCE ............................................................................................... 29

24. DRUG AND ALCOHOL TESTING ............................................................................. 30

25. PATENT AND RIGHTS IN DATA ............................................................................... 30

26. PRIVACY ACT .............................................................................................................. 33

---

Rev. 11/19/2013; 5/07/15
27. CHARTER BUS ............................................................................................................ 34
28. SCHOOL BUS REQUIREMENTS ................................................................................ 34
29. BUS TESTING .............................................................................................................. 34
30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS ................................ 35
31. SEISMIC SAFETY ........................................................................................................ 35
32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION ............................... 36
33. NATIONAL ITS ARCHITECTURE ................................................................................ 36
34. ACCESS FOR INDIVIDUALS WITH DISABILITIES .................................................. 36

EXHIBIT 1: Letter of Intent .......................................................................................... 38
EXHIBIT 2: Application for Evaluation of Good Faith Effort .................................... 39
EXHIBIT 3: Monthly DBE Utilization Report ............................................................. 40
EXHIBIT 4: Final DBE Utilization Report ................................................................. 41
EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification .................................................. 42
EXHIBIT 6: Buy America Certification ....................................................................... 43
EXHIBIT 7: Restrictions On Lobbying Certification ................................................ 44
EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification .......... 45
EXHIBIT 9: Bus Testing Compliance Certification ................................................... 46
EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification ...... 47
EXHIBIT 11: Transit Vehicle Manufacturer (Tvm) Certification of Compliance with Sub Part D, Part 26 ................................................................. 48
AUTHORITY
This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA’s “Best Practices Procurement Manual,” available at:
References to the Code of Federal Regulations (CFR) website are available at:

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

FURTHER INFORMATION
If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact Oscar Figueroa, Compliance Manager, Broward County Transit Division, at 954-357-9721, or by email: ofigueroa@broward.org.
PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.
   a) COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

   b) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
   a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

   b) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

   c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

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

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

5. ACCESS TO RECORDS AND REPORTS
a) CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b) In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.
c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

6. CIVIL RIGHTS REQUIREMENTS


b) Equal Employment Opportunity

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
(2) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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


c) CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.

b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.
c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.

d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

e) COUNTY fully supports the Federal government’s Disadvantaged Business Enterprises Program.

i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

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

2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. All forms may be downloaded from the Small Business Development Division website. http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx

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

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

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

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

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

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder’s efforts to obtain DBE participation. The report shall include the following:
  
  -- A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
  
  -- A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
  
  -- A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
  
  -- As to each DBE that bids on a subcontract but declared “unqualifed” by the Bidder, a detailed statement of the reasons for the Bidder’s conclusion.
  
  -- As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the
low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

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

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

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


IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

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

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

f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on Exhibit 1 (Letter of Intent) shall remain at least at the percentage levels set forth therein.

g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.

h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase
allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY’s inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.

i) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as Exhibit 3 – Monthly DBE Utilization Report.

j) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR’s request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as Exhibit 4- Final Monthly DBE Utilization Report.

k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.

l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.

n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY’s prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be
replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.

c) CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

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

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR’s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

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

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

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

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

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

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

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

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.
PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL
(Please read each qualifying condition carefully.)

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

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
If this Contract has a value of $25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. (The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)

13. BUY AMERICA
If this Contract exceeds $100,000, the CONTRACTOR agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, the certification form is attached as Exhibit 6, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

14. RESOLUTION OF DISPUTES
Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties
shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

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

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

15. LOBBYING
CONTRACTORS who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. A Restrictions on Lobbying Certification is attached as Exhibit 7.

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

a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward
County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS
If this Contract is valued at $100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

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

b) CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

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

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

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

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

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

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

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types
described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

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

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

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

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

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

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.
(7) **Contract termination:** debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

   (i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR’s firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


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

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

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

a) **Overtime requirements.** No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½)
the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c) **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

**21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS**
If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:

1) **General Transit Employee Protective Requirements.** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract
in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA

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

23. CARGO PREFERENCE

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

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

a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);

c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
24. DRUG AND ALCOHOL TESTING
If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

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

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

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

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

a) Rights in Data - The following requirements apply to each Contract involving experimental, developmental or research work:

1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,
catalog item identifications, and related information. The term "subject
data" does not include financial reports, cost analyses, and similar
information incidental to contract administration.

2) The following restrictions apply to all subject data first produced in the
performance of the Contract to which this Attachment has been added:

A) Except for its own internal use, CONTRACTOR may not publish or
reproduce subject data in whole or in part, or in any manner or form,
nor may the CONTRACTOR authorize others to do so, without the
written consent of the Federal Government, until such time as the
Federal Government may have either released or approved the
release of such data to the public; this restriction on publication,
however, does not apply to any Contract with an academic institution.

B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the
Federal Government reserves a royalty-free, non-exclusive and
irrevocable license to reproduce, publish, or otherwise use, and to
authorize others to use, for "Federal Government purposes," any
subject data or copyright described in subsections (2)(b)1 and (2)(b)2
of this clause below. As used in the previous sentence, "for Federal
Government purposes," means use only for the direct purposes of the
Federal Government. Without the copyright owner's consent, the
Federal Government may not extend its Federal license to any other
party.

   1. Any subject data developed under that Contract, whether or not
      a copyright has been obtained; and

   2. Any rights of copyright purchased by the COUNTY or
      CONTRACTOR using Federal assistance in whole or in part
      provided by FTA.

C) When FTA awards Federal assistance for experimental,
developmental, or research work, it is FTA's general intention to
increase transportation knowledge available to the public, rather than
to restrict the benefits resulting from the work to participants in that
work. Therefore, unless FTA determines otherwise, the COUNTY and
CONTRACTOR performing experimental, developmental, or research
work required by the underlying Contract to which this Attachment is
added agrees to permit FTA to make available to the public, either
FTA's license in the copyright to any subject data developed in the
course of that Contract, or a copy of the subject data first produced
under the Contract for which a copyright has not been obtained. If the
experimental, developmental, or research work, which is the subject of
the underlying Contract, is not completed for any reason whatsoever,
all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR’s use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.

G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR’s status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:

1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

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

26. PRIVACY ACT

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

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

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

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

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

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

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

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY’s final acceptance of the first vehicle.

b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.

c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the
configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

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

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

b) **Solicitation Specification Requirements.** CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.

c) **Federal Motor Vehicle Safety Standards (FMVSS).** CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

31. SEISMIC SAFETY

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

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

33. NATIONAL ITS ARCHITECTURE

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

a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;


i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: Project Title:

Bidder/Offeror Name: ____________________________
Address: ____________________________ City: __________ State: _____ Zip: ______
Authorized Representative: ____________________________ Phone: ______________

DBE/ACDBE Subcontractor/Supplier Name: ____________________________
Check one: DBE ACDBE
Address: ____________________________ City: __________ State: _____ Zip: ______ Phone: ______________

Authorized Representative: ____________________________

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.

B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.

C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.

D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS*</th>
<th>DBE/ACDBE Contract Amount†</th>
<th>DBE/ACDBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

* Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

DBE ACDBE Letter of Intent - Rev. January 2013

Rev. 11/19/2013
EXHIBIT 2: Application for Evaluation of Good Faith Effort

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

SOLICITATION NO.: __________________________________________________________

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

PROJECT NAME: ____________________________________________________________

ADDRESS: __________________________________________________________________

TELEPHONE: ___________________________ FAX: _________________________________

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

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

SIGNATURE: ______________________________________________________________

PRINT NAME/ TITLE: _________________________________________________________

DATE: _____________________________________________________________________

OESBD Compliance Form DBE/ACDBE GFE 031413
**EXHIBIT 3: Monthly DBE Utilization Report**

<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amt. Paid to DBE Firms**

<table>
<thead>
<tr>
<th>NON-DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amt. paid to Non-DBE Firms**

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

---

Signature: [Signature]
Title: [Title]
Date: [Date]
EXHIBIT 4: Final DBE Utilization Report

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

<table>
<thead>
<tr>
<th>CONTRACT#</th>
<th>CONTRACT AMT.:</th>
<th>DATE FORM SUBMITTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TITLE:</td>
<td>PROJECT COMPLETION DATE:</td>
<td></td>
</tr>
<tr>
<td>PRIME CONTRACTOR:</td>
<td>PERIOD ENDING:</td>
<td>AMT PAID TO PRIME:</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TELEPHONE #:</td>
<td>FAX #:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amt. Paid to DBE Firms

<table>
<thead>
<tr>
<th>NON-DBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of Work Completed To Date</th>
<th>Amt. Paid This Period</th>
<th>Amt. Paid To Date</th>
<th>Gender</th>
<th>Ethnic Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amt. paid to Non-DBE Firms

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

Signature: ____________________________  Date: ____________

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

OESBD Compliance Form DBEMUR 020113

Rev. 4/8/13
EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification

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

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

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

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

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

__________________________  ______________________________
(Date)      Authorized Signature

____________________________________________
Print Name and Title

___________________________________________________________
Name of Contractor
EXHIBIT 6: Buy America Certification

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

A. STEEL, IRON OR MANUFACTURED PRODUCTS

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

☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.

☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

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

☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.

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

___________________________________________________________
(Date)      Authorized Signature

___________________________________________________________
Print Name and Title

___________________________________________________________
Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds.
EXHIBIT 7: Restrictions On Lobbying Certification

For Procurements of $100,000 or More

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying."

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Authorized Signature

Print Name and Title

Name of Contractor
EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

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

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

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

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

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

___________________________________________________________
Authorized Signature

___________________________________________________________
Print Name and Title

___________________________________________________________
Name of Contractor

_______________
(Date)

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

Rev. 4/8/13
EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

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

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

____________________   ___________________________________________________________
(Date)      Authorized Signature

___________________________________________________________
Print Name and Title

___________________________________________________________
Name of Contractor
EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

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

Check one:

☐ The Bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.

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

____________________   ___________________________________________________________
(Date)      Authorized Signature

___________________________________________________________
Print Name and Title

___________________________________________________________
Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.
EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

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

Transit Vehicle Manufacturer (TVM) CERTIFICATION

________________________________________________, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year _________________ and have been approved or not disapproved by the FTA.

(Date of Fiscal Year)

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

_________________________________________________   _______________________________

(Authorized Signature)        (Date)

Print Name and Title

Company: ______________________________________

Telephone No.: __________________________________

Fax No.: _________________________________________

Rev. 4/8/13
Question and Answers for Bid #V1380512P1 - Transit Mobile Ticketing and Fare Card Interoperability System

Overall Bid Questions

**Question 1**
Will there be a call-in number for remote attendees to participate in the pre-bid conference? *(Submitted: Jan 19, 2016 8:46:30 AM EST)*

**Answer**
- The conference call-in number is 954-357-5486. *(Answered: Jan 19, 2016 9:42:45 AM EST)*

**Question 2**
Does BCT expect vendors to submit any documentation via this portal? For example, the Requirements Response is available for download, on its own as an HTML file, not a standard PDF or Word. If this is to be included in the hard copy response, does BCT have another format available for use? *(Submitted: Jan 19, 2016 3:33:06 PM EST)*

**Answer**
- Include the completed the Requirements Response document in your hard copy submittal. Access the document in the format provided in the solicitation. *(Answered: Jan 20, 2016 5:15:07 PM EST)*
- Refer to the Submission of Sealed Submittals and Special Instructions to Vendors documents in the solicitation. *(Answered: Feb 2, 2016 9:37:38 PM EST)*

**Question 3**
To ensure the highest quality submission, we respectfully request an extension for this submittal of 2 additional weeks for a proposed due date of 2/19/16. *(Submitted: Jan 20, 2016 7:34:29 PM EST)*

**Answer**
- The due date remains 2/5/16. *(Answered: Jan 21, 2016 3:19:32 PM EST)*
- The due date was revised to 2/8/16. *(Answered: Feb 2, 2016 9:37:38 PM EST)*

**Question 4**
What is the budget for this project? *(Submitted: Jan 21, 2016 3:10:45 PM EST)*

**Answer**
- Broward County's budget is $3.8M. *(Answered: Jan 21, 2016 3:19:32 PM EST)*
- Palm Tran's budget is $1,320,000. *(Answered: Jan 28, 2016 4:22:25 PM EST)*
- REVISED: Broward County's budget is $3.6M. *(Answered: Feb 2, 2016 9:37:38 PM EST)*

**Question 5**
What is the annual fare revenue collected by each of BCT and PT? *(Submitted: Jan 26, 2016 2:31:19 PM EST)*

**Answer**
- Broward County's Total Fare Revenue Collected in 2015 = $33.2M *(Answered: Feb 2, 2016 9:37:38 PM EST)*
- Palm Tran's Total Fare Revenue Collected in FY2015 = $8,105,321 *(Answered: Feb 5, 2016 12:27:46 PM EST)*

**Question 6**
What is the volume (in dollars) for each fare type across each of BCT and PT? *(Submitted: Jan 26, 2016 2:31:55 PM EST)*

**Answer**
- Broward County's Revenue collected by fare type in 2015:
  192 Monthly-Regular Transpasses $2,077,237.00
  193 Monthly-Youth Transpasses $831,960.00
  194 Monthly-Senior Transpasses $886,297.00
  195 Monthly-Disabled Transpasses $1,493,879.00
  196 College Bus Pass Revenues $703,583.00
  197 Other- 10 Rides $190,487.00
  198 Other Primary Fare-Weekly $2,916,908.00
  204 Premium-10 Ride $414,626.07
  205 Premium-31 Day $268,272.10
  Total Pass Revenue $9,783,249.17 *(Answered: Feb 2, 2016 9:37:38 PM EST)*
- Palm Tran has 5 categories of bus passes that are tracked in their financial system. Revenue collected by fare type in 2015:
  Transportation Disadvantaged $1,127,944
  Monthly $578,200
One Trip $3,946
Daily Regular $109,542
Daily Reduced $316,017
Total Pass Revenue $2,135,649 (Answered: Feb 12, 2016 9:24:49 AM EST)

Question 7
Can the functional and interface specification of the CAD/AVL systems for each of the operators be shared?
(Submitted: Jan 26, 2016 2:32:24 PM EST)
Answer
- Broward County: BCT is currently in the process of implementing a CAD/AVL solution. At this point, it is not recommended to share the functional and interface specifications.
Palm Tran: Proposer would need to contact the AVL vendor for any proprietary AVL specifications. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 8
Does the CAD/AVL system (for both BCT and PT) provide real time cellular digital communications on all buses that could be shared for the fare system? If not all, how many of each agency are equipped? Can BCT and PT share any future plans they have to upgrade all buses to have real time connectivity? (Submitted: Jan 26, 2016 2:33:09 PM EST)
Answer
- Broward County: BCT is currently in the process of implementing a CAD/AVL solution. At this point, it is not recommended to share the real time cellular digital communications with the Mobile Ticketing/Fare Card system.
Palm Tran: The AVL system currently is not able to share its cellular communications. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 9
Do BCT and/or PT have existing carrier agreements for real time cellular digital communications to the bus fleet? If so, can details be provided? (Submitted: Jan 26, 2016 2:33:30 PM EST)
Answer
- Broward County: BCT currently has an existing carrier agreement for real time digital communications to the bus fleet with AT&T. BCT is seeking a GSM solution.
Palm Tran: Palm Tran's vehicles are equipped with Avail and are currently using AT&T as the cellular provider through an agreement between Palm Beach County Government and AT&T. Palm Tran's AVL vehicles connect back to our servers via AT&T's pipe into Palm Beach County Government. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 10
Do BCT and/or PT have RTPI solutions that they would like to have exposed in the app? If so, can details be provided of these services and the API's made available? (Submitted: Jan 26, 2016 2:34:16 PM EST)
Answer
- Broward County: BCT currently does not have an RTPI solution, but would like to have the capability for future integration or addition.
Palm Tran: Palm Tran would possibly be interested in displaying RTPI. API's may be available. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 11
Do BCT and/or PT have WiFi services available on their bus fleets? If so, can the solution be described? (Submitted: Jan 26, 2016 2:34:49 PM EST)
Answer
- Broward County: Presently, only a partial portion of the fleet is equipped with Wi-Fi. BCT would like to incorporate implementing Wi-Fi on all their buses with the following concepts:
  a) Performance allows customers to take advantage of broadband network speeds while running secure, concurrent data, voice, video, and wireless services.
  b) An integrated stateful and application inspection firewall provides network perimeter security and high-speed IP Security (IPsec); 3DES and AES encryption offer data privacy over the Internet.
  c) Users can use the best wireless (4G LTE, 3.7G, 3.5G, or 3G) technology or network available.
Palm Tran: Palm Tran currently does not offer WiFi on their buses. (Answered: Feb 2, 2016 9:37:38 PM EST)
- CORRECTION: c) Users can use the best wireless (4G LTE) technology or network available. (Answered: Feb 3, 2016 9:39:10 AM EST)

Question 12
On Page 27, Section P - Tiebreaker Criteria, three forms are referenced:
1: Local Vendor Certification Form
2: Domestic Partnership Act Certification
3: Tiebreaker Criteria Form: Volume of Work Over Five Years
However, on page 32 Section L states that the documents have been removed from the solicitation. Does this
mean that the tiebreaker criteria referenced in Section P on page 27 is completely eliminated? (Submitted: Jan 26, 2016 2:35:36 PM EST)

Answer
- No. As stated in the Special Instructions to Vendors, Tiebreaker Criteria numbers 1 and 2 are eliminated and removed from this solicitation. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 13
How many final copies of the proposal are needed? Five copies total? Or five copies for Broward and five copies for Palm Tran, equaling ten total copies? (Submitted: Jan 26, 2016 2:36:02 PM EST)

Answer
- Refer to the Submittal Instructions in the Special Instructions to Vendors and Submission of Sealed Submittals documents in the solicitation for this joint procurement. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 14
From Excel Price Sheets, V138051P1 Transit Mobile Ticketing and Fare Care Interoperability System document:
Add proposed prices from price sheets A through D for Broward County Transit and price sheets F through I for Palm Tran to arrive at a Total Proposed Price. The County will evaluate the Proposerâ€™s Total Proposed Price as indicated in the â€œEvaluation Processâ€ section of the RFP. The Proposer shall also submit prices for optional items. Prices provided for optional items will not be considered in total price for points, but are requested to assist with pricing for the additional work desired by the County.
From PDF RFP, Exhibit 1, Pricing Sheets, General Instructions, paragraph two page 37.
Add proposed prices from price sheets A through D to arrive at a Total Proposed Price. The County will evaluate the Proposerâ€™s Total Proposed Price as indicated in the â€œEvaluation Processâ€ section of the RFP. The Proposer shall also submit prices for optional items. Prices provided for optional items will not be considered in total price for points, but are requested to assist with pricing for the additional work desired by the County.
The two paragraphs have different information. Which price forms constitute the Total Proposed Price? (Submitted: Jan 27, 2016 2:00:58 PM EST)

Answer
- The two paragraphs do not have different information. There is no Exhibit 1 document. Utilize the solicitation documents provided in BidSync. The Excel Price Sheets provided in the solicitation constitute the Total Proposed Price. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 15
In the event that pricing is required for multiple years, pricing for each year MUST be completed by the Vendor. The price sheet allows one entry.
Mobile Ticketing System Support
Hardware and Software for the initial 5 years
How is pricing for each year to be submitted? (Submitted: Jan 27, 2016 2:02:00 PM EST)

Answer
- Refer to Addendum No. 2 Pricing Sheets. (Answered: Feb 3, 2016 1:26:36 PM EST)

Question 16
Under 'Other Project Expenses' it states 'List other project expenses here'. Since these are protected cells how and where is the list to be submitted? (Submitted: Jan 27, 2016 2:02:42 PM EST)

Answer
- Refer to Addendum No. 2 Pricing Sheets. The cells are allow for entries. (Answered: Feb 3, 2016 1:26:36 PM EST)

Question 17
Is there a comprehensive list of bus types and quantities by agency? (Submitted: Jan 27, 2016 2:03:05 PM EST)

Answer
- Yes, available upon request. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 18
The applicable contract term will be an initial term of five (5) years, followed by five (5) one-year optional extensions.
Are the (5) one-year optional extensions to be priced? (Submitted: Jan 27, 2016 2:04:17 PM EST)

Answer
- No. (Answered: Feb 2, 2016 9:37:38 PM EST)
- REVISED: Yes. Submit optional renewal prices as indicated on Addendum No. 2 Pricing Sheets. (Answered: Feb 3, 2016 1:26:36 PM EST)
Question 19
Do the quantities listed within the Pricing Sheets include spares as described in 'Operating Environment/Hardware, page 38. (Submitted: Jan 27, 2016 2:04:33 PM EST)
Answer
- No. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 20
Broward County Transit
Price Sheet - A
Proof of Concept Mobile Ticketing Pricing
Discovery and Assessment
Two (2) on-site Technical Support provided for user acceptance testing phase and during proof of concept for three months. One located at Palm Tran the other at BCT.
Palm Tran
Price Sheet - F
Proof of Concept Mobile Ticketing Pricing
Discovery and Assessment
Two (2) on-site Technical Support provided for user acceptance testing phase and during proof of concept for three months. One located at Palm Tran the other at BCT.
"Is the proposer to cost two (2) on-site Technical Support on both Price Sheet A nd F? The same applies to 'System testing includes Unit Testing and Acceptance testing.'
BCT and Palm Tran shall independently elect to proceed or not proceed with separate Proof of Concepts for the Mobile Ticketing and/or EASY Card sub-systems. (Page 7, Exhibit 1) What happens should one elect not to proceed?" (Submitted: Jan 28, 2016 1:28:48 PM EST)
Answer
- Refer to Addendum No. 2 Pricing Sheets. (Answered: Feb 3, 2016 1:26:36 PM EST)

Question 21
Page 6, Exhibit 1, The initial vendor deliverables are:
Existing BCT and Palm Tran System Assessment and Discovery Document. System Implementation Plan and Detailed Timeline for Proof of Concept and Full Deployment.
System Security Plan.
Final Design Document.
Which price sheet should the price for the 'initial vendor deliverables' to be utilized? (Submitted: Jan 28, 2016 1:29:12 PM EST)
Answer
- Broward County: Utilize Price Sheets A and B for such.
Palm Tran: Utilize Price Sheets F and G for such. (Answered: Feb 2, 2016 9:37:38 PM EST)

Question 22
Options: Provide pricing for any additional offerings that you would like to propose on Price Sheet E. All pricing provided for equipment shall include costs for installation. Pricing information provided in this category will not be considered in total price for points, but are requested to assist with pricing for the additional work desired by BCT.
Broward County Transit
Price Sheet - E
Options (Not to be included in the Total Proposed Price)
Palm Tran
Price Sheet - J
Options (Not to be included in the Total Proposed Price)
Project Implementation
Database Administration
Software Development
Field Engineering for On-Site support
Other Project Expenses
List other project expenses here
Is the agency requesting labor rates in the Options section listed above? (Submitted: Jan 28, 2016 1:30:28 PM EST)
Answer
- No. Enter the total compensation amount, not labor rates. (Answered: Feb 2, 2016 9:37:38 PM EST)