TRANSIT OPERATOR SERVICES AGREEMENT
CONTRACT NO. 21-RG0010/PH
for the Management and Operations of a Public Transportation System in Hernando County, Florida

This **AGREEMENT,** made and entered into this 23rd day of March, 2021, by and between **Hernando County Board of County Commissioners,** a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and **RATP Dev USA, Inc.**, a "STATE" corporation **licensed to conduct business in the State of Florida,** hereinafter referred to as the "OPERATOR."

WITNESSETH

WHEREAS, the COUNTY wants to provide for the continued operation of a mass transit system, and

WHEREAS, the COUNTY solicited for Requests for Proposals under RFP No. 21-RG0010/PH for "The Management and Operations of a Public Transportation System in Hernando County, Florida," and

WHEREAS, RATP Dev USA, Inc., was selected as the firm by the COUNTY to operate the mass transit system, and is willing to provide transit management services for the operation of Hernando County's mass transit system, and

WHEREAS, the COUNTY and OPERATOR desire to enter into this AGREEMENT for the continued operation and management of the mass transit system in Hernando County;

NOW, THEREFORE, in consideration of the mutual covenants, responsibilities, and representations specified herein, the parties agree as follows:

SECTION 1 - AGREEMENT

The recitals set forth above are incorporated into this AGREEMENT as if repeated herein. The OPERATOR agrees to provide transit services consistent with all of the conditions contained in this AGREEMENT.

This AGREEMENT shall be governed by the laws of the State of Florida. Venue shall only be in Hernando County, Florida or in the event of federal jurisdiction, in the United States District Court for the Middle District of Florida, Tampa Division. This instrument contains the entire agreement of the parties and may not be changed except by written amendment executed by the parties hereto. This AGREEMENT shall not be assignable.

This AGREEMENT supersedes any prior understanding, written agreements, or oral agreements between the parties unless noted herein.

SECTION 2 - SCOPE OF SERVICES

It is the intention of the parties in the execution of this AGREEMENT that the OPERATOR shall provide comprehensive management services necessary for the effective and efficient day-to-day operation of the mass transit system in accordance with all COUNTY adopted plans. All applicable rules and regulations contained herein, but not limited to, should be followed regarding all activities.

The OPERATOR's responsibilities include but are not limited to the following activities, those activities outlined in the Request for Proposals (RFP) 21-RG0010/PH, and the OPERATOR's proposal to RFP 21-RG0010/PH:

A. Operational/Administrative Activities:

1) Day-to-day operation of the fixed-route and ADA services including the certification of eligible ADA riders in Hernando County.

2) Operation of the transit system vehicles pursuant to routes, dates, and times established and approved by the COUNTY.

3) Operation of required transit vehicles during special events as requested by the COUNTY.

4) Compliance with the State of Florida's commercial motor vehicle driver regulations.

5) Administer all mandated drug and alcohol (substance abuse) programs required of the OPERATOR consistent with all federal, state, and local regulations.

6) General maintenance of the transit facility, shelters, and equipment in accordance with the *General Procedures for Service, Maintenance, and Repair of Transit Vehicles* or as otherwise prescribed by the COUNTY.

7) Conduct public outreach and marketing efforts to promote the mass transit system

8) Provide exceptional customer service by making every effort to resolve complaints or considering the public's suggestions for service enhancements.

9) Maintain labor relations with transit employees including but not limited to the hiring, training, and managing of all operational and required system personnel. This consists of establishing policies that meet all applicable local, state, and federal laws and regulations for driving personnel and other positions.

10) Perform financial accounting and recordkeeping in accordance with the local, state and federal regulations and standards including Generally Accepted Accounting Principles. Note: All records are required to be kept for a period of five (5) years from close-out and are subject to review anytime by the COUNTY or its designee with reasonable notice.

11) Attend and participate in COUNTY, MPO, and other meetings or committees as required.

12) Provide a qualified full-time General Manager who is responsible for the system and available during operating hours.

13) Follow all local, state, and federal codes, regulations, and laws as they pertain to the operation and management of a public transportation system including compliance by any Sub-Contractors.

14) Coordinate with the COUNTY's entity responsible for transit vehicle repair and maintenance services to ensure efficient scheduling and effective repairs and maintenance activities. Such coordination shall include reviewing all repairs and maintenance works orders to verify accuracy and scope in accordance with industry standards.

B. Reporting Activities

1) Provide a monthly operations report to the COUNTY with minimum operational data as prescribed by the COUNTY. This report is to be submitted with the monthly invoice to the COUNTY.

2) Compile and submit both the Monthly Ridership and the Safety & Security reports to meet the reporting requirements of the National Transit Database (NTD).

3) Provide required data necessary for the annual NTD report when requested.

4) If the COUNTY provides pass-thru grant funding to the OPERATOR, then the OPERATOR shall submit to the County an annual audit of the transit system and financial records as prepared by an independent certified public accountant. Such audit shall identify whether the OPERATOR was compliant with applicable laws and regulations for the activities. No acceptance or remittance of any payments shall be construed as a release or an accord and satisfaction of any claim the COUNTY may have in connection with this Agreement or the performance of any other obligations hereunder. Such audit shall comply with the requirements of the Single Audit Act, Circular A-87.

5) All accidents, incidents and occurrences related to the operation of the service are to be immediately reported to the COUNTY.

6) Coordinate with the COUNTY to provide the necessary documentation and information to fulfill requirements pursuant to a State or Federal Triennial Review or other such review or audit.

7) Report drug and alcohol (substance abuse) testing reports to the required agencies.

C. Planning Activities

1) Coordination with the COUNTY in the administration and compliance of all applicable grants and planning processes.

2) Analyze and review routes and schedules and provide recommendations to the COUNTY as needed. Supportive documentation should be provided to supplement any suggestions.

3) Evaluation and implementation of COUNTY approved fare strategies.

4) Assist the COUNTY and MPO with updates and implementation of the Transit Development Plan (TDP), Transportation Disadvantaged Service Plan (TDSP), or other planning documents when requested by the COUNTY or MPO.

5) Maintain a Safety Management System and coordinate with the COUNTY on safety procedures and activities.

6) Identify and propose any capital acquisitions necessary for system operations to enhance efficiency as needed. All procurement will be made pursuant to the COUNTY's purchasing policies and guidelines.

SECTION 3 - LEASE OF TRANSIT VEHICLES AND THE USE OF TRANSIT RELATED EQUIPMENT

Transit vehicles and ancillary transit support equipment are acquired and provided by the COUNTY for the duration of this AGREEMENT.

1. Lease Fee – The annual fee for the lease of transit vehicles with ancillary equipment specified in this agreement will be $10.00 per year for the term of this Agreement.

2. Ownership - The vehicles and equipment are and shall at all times be and remain, the sole and exclusive property of the COUNTY; and the OPERATOR shall have no right, title, or interest therein or thereto except as expressly set forth in the AGREEMENT. The OPERATOR shall not lease any of the vehicles or equipment without prior written approval by the COUNTY. The OPERATOR shall also maintain a record of the inventory.

3. Operations, Use, and Storage - The OPERATOR shall use the vehicles and equipment for the sole purpose of operating the mass transit system in accordance with the Scope of Services contained herein. Any other use without the express written approval of the COUNTY shall be grounds for default and immediate return of the equipment.

   The OPERATOR shall use the vehicles and equipment in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances, and regulations relating to the possession, use, and/or maintenance of the equipment. The OPERATOR shall maintain satisfactory continuing control of the equipment and have procedures for its use and care.

   The OPERATOR will store the vehicles and equipment in a secure location when not in use.

4. The COUNTY and/or FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and compliance with this Agreement.

5. Insurance - The OPERATOR shall procure and continuously maintain and pay for insurance against the loss of and damage to the Transit Vehicles for nothing less than the actual cash value of the Transit Vehicles, naming the OPERATOR as the loss payee, and; combined public liability and property damage insurance with limits as approved by the COUNTY, naming the COUNTY as additionally named insured and a loss payee. In case of failure of the OPERATOR to procure or maintain said insurance or to pay fees, assessments, and charges all as specified in this AGREEMENT, the COUNTY shall have the right, but shall not be obligated to affect such insurance, or pay said fees, assignments, and charges as the case may be.

6. Liens, Fees, and Encumbrances - The OPERATOR shall keep the equipment free and clear of all levies, liens, and encumbrances. The OPERATOR shall report, pay, and discharge when due all licenses, registration fees, and assessments that are imposed by any federal, state, or local government or any agency/department thereof, upon the equipment or purchase, use, operation or of the equipment or otherwise in any many with respect thereto and whether or not the same shall be assessed against.

SECTION 4 - APPLICABLE LAWS AND REGULATIONS

The OPERATOR and any approved Sub-Contractors must comply with all applicable federal, state and local laws, ordinances rules and regulations relevant to operating a mass transit system and operating a business in the State of Florida. The OPERATOR also acknowledges and agrees that it will comply with the terms and conditions for all grant awards applicable to the transit system.

The OPERATOR and all Sub-Contractors will be required to comply with all terms and conditions prescribed for third party Contracts. The OPERATOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA, state, or local terms and conditions. The requirements of this AGREEMENT are predicated on the OPERATOR and any approved Sub-Contractors as described in Federal Transit Administration (FTA) regulations, Florida Department of Transportation (FDOT) regulations, and Hernando County policies. This includes but is not limited to the following or newer rules, requirements, and clauses; Common Grant Rules, SAFETEA-LU, Title VI, ADA Access, Equal Employment Opportunity, Americans with Disabilities Act, Disadvantaged Business Enterprise, Clean Air Act, Clean Water, Lobbying, Drug Free Workplace, Environmental Justice, Nondiscrimination, Limited English Proficiency, Transit Employee Protective Arrangements, Drug Use and Testing, Alcohol Misuse and Testing, Energy Conservation, Charter Bus Restrictions, School Bus Restrictions, as well as other applicable federal, state and local laws, rules, regulations, guidelines and requirements (Refer to FTA Circular C 4220.1F or newer for some of the citations).

This AGREEMENT must comply with all FTA and FDOT requirements including but not limited to: 49 USC Chapter 53, and 49 CFR Section 18.36; FTA C 4220.1F; FTA C 5010.1D; FTA C 9030.1D; the FTA Master Agreement; any applicable Florida State Statutes; and all requirements contained herein.

The COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (23 U.S.C. 140 and 112), (49 CFR, Part 21), (42 U.S.C. Sub. Sec. 2000d), FTA C 4702.1A and other applicable federal regulations (23 CFR, Part 633), (23 CFR, Part 635) and orders, Executive Order 11625, (DOT Order 4000.7A), (DOT Order 4600.9A), hereby notifies the OPERATOR that it will require that affirmative efforts be made to ensure participation by minorities in any subcontract entered into pursuant to this AGREEMENT.

The mass transit service shall be operated in compliance with and not limited to: 49 CFR Part 27; 49 CFR Part 37; 49 CFR Part 38; the DOT Disability Law Coordinating Council Guidance on Origin to Destination Service; and FTA C 9040.1F or newer.

The OPERATOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the OPERATOR during the term of the AGREEMENT to perform employment duties within Florida; and

2. all persons, including Sub-Contractors, assigned by the OPERATOR to perform work pursuant to the AGREEMENT with the COUNTY.

SECTION 5 - TERM

Subject to the provisions contained herein, this AGREEMENT shall be effective for an initial period of sixty (60) months beginning on April 1, 2021 and ending on March 31, 2026. The AGREEMENT may be renewed for five (5) additional twelve (12) month periods upon mutual agreement of both parties. Any adjustments in price after the initial term shall only be based

upon the Consumer Price Index for all urban customers (CPI-U) in the Tampa Bay-St. Petersburg-Clearwater Area as published by the US Department of Labor Statistics in February. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

SECTION 6 - TERMINATION

This AGREEMENT may be terminated upon written notice to the OPERATOR or COUNTY no less than thirty (30) days before the effective date for the following reasons:

1. Any changes in the COUNTY's federal, state, local, or other funding sources for the mass transit system. The OPERATOR agrees that if any amendments must be made to this AGREEMENT so that the COUNTY continues to qualify for any grant assistance, compliance shall be promptly executed by the OPERATOR.

2. Inability to successfully amend this AGREEMENT to adjust for any applicable changes in local, state, and/or federal rules and regulations.

This AGREEMENT and any subsequent renewals may be terminated without cause upon written notice to the OPERATOR or COUNTY no less than six (6) months before the effective date.

SECTION 7 - DEFAULT

In the event of a default in the performance of this AGREEMENT by either party, other than failure to timely pay the OPERATOR, the other party shall give written notice of the breach. The breaching party shall then have ninety (90) days from the date of the breach to cure said breach. If said breach has not been cured to the satisfaction of the aggrieved party, the other party may terminate this AGREEMENT.

No consent or waiver, express or implied, by either party to this AGREEMENT to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder.

In the event suit is initiated to enforce the terms of this AGREEMENT, each party shall be responsible for their respective fees and costs associated with said suit.

SECTION 8 - DISSOLUTION OF SUBSIDIARY

The OPERATOR has maintained, at its sole cost and expense, a Florida for-profit corporation that has served as employer of all transit employees, excluding the general manager, who is a direct employee of RATP Dev USA Inc. The name of the subsidiary is Hernando County Transit Management, Inc. The OPERATOR intends to terminate Hernando County Transmit Management and transfer all of the responsibilities and obligations of that subsidiary to the parent corporation RATP Dev USA, Inc. This includes transitioning all of the employees and assigning any and all subcontracts from the subsidiary to the parent corporation. This change is intended to streamline the corporate form of RATP Dev USA, Inc. and not to change the service levels the OPERATOR provides to the COUNTY.

Any contractual obligations or liability entered into or assumed by the subsidiary in connection with the operation of the COUNTY's mass transit system, shall be binding upon the OPERATOR for the term of the AGREEMENT. Any contractual obligation or liability entered into or assumed by the subsidiary and specifically approved by the COUNTY, in connection with the operation of the mass transit system, shall be binding upon the OPERATOR for the term of this AGREEMENT as same may be extended, and thereafter the OPERATOR shall have no further obligations

SECTION 9 – COMPENSATION

The COUNTY agrees to pay the OPERATOR a set fee as follows :

FIXED ROUTE

Rate	Calculation	Annual Term Begins
45.68	Per Revenue Hour	April 1, 2021
46.59	Per Revenue Hour	April 1, 2022
47.53	Per Revenue Hour	April 1, 2023
48.48	Per Revenue Hour	April 1, 2024
50.18	Per Revenue Hour	April 1, 2025

ADA SERVICE

Rate	Calculation	Annual Term Begins
36,903.00	Per Month	April 1, 2021
38,748.00	Per Month	April 1, 2022
38,748.00	Per Month	April 1, 2023
38,748.00	Per Month	April 1, 2024
38,748.00	Per Month	April 1, 2025

A revenue service hour is the time when a transit vehicle is available to the general public and there is an expectation of carrying passengers. The passengers either directly pays fares, are subsidized by public policy, or provide payment through some contractual arrangement. Revenue service excludes deadhead, vehicle maintenance testing, school bus service, charter service, etc.

The OPERATOR must submit a monthly invoice to the COUNTY by the 15th of the following month showing the total actual revenue service hours operated during the month for each mode of service. Each invoice shall contain the data necessary for the reporting month and also be cumulative for the year-to-date. A cost breakdown shall be provided monthly and also cumulative for year-to-date for activities required by the COUNTY. . The COUNTY will review the invoice for compliance with contract terms and notify the OPERATOR within seven days of the receipt of the invoice of any deficiencies or discrepancies. The COUNTY shall have the authority to require clarification and documentation or reject any part of the OPERATOR's monthly invoice prior to authorizing release of payment.

Payment shall be made pursuant to the Florida Prompt Payment Act, Chapter 218.70, State of Florida Statutes (Current Edition); that is, within 45 days of the payment due date which is the date they are stamped as having been received by the chief disbursement officer who, for the purposes of this policy, is the supervisor of the Accounts Payable Section of the Finance Department.

SECTION 10 - REVENUE

All revenue derived from any component of the operation of the mass transit system shall be and remain, from the time of the receipt thereof, the absolute property of the COUNTY.

The OPERATOR agrees that they will deposit daily all revenue received from any aspect of the mass transit system in the designated COUNTY account using procedures prescribed by the COUNTY.

The OPERATOR must summarize all revenue accounting in the Monthly Operations Report submitted to the COUNTY.

SECTION 11 - INDEMNIFICATION AND INSURANCE

A. Indemnification: To the extent permitted by law, the OPERATOR shall defend, indemnify and hold harmless the COUNTY from any and all damages, claims and causes of action for damages or injury to any person or property arising out of or in connection with, the negligent performance of negligent acts of the OPERATOR, its Contractors, Sub-Contractors, agents, or employees under the terms of this AGREEMENT.

B. Workers' Compensation Insurance: The OPERATOR, its Contractors, Sub-Contractors, or any agents shall secure and maintain, during the term of the AGREEMENT and subsequent renewals, Workers' Compensation Insurance as required by Florida Law for all employees.

C. Employers' Liability Insurance: Not less than $100,000.00 for each accident, $500,000.00 disease policy limit, and $100,000.00 disease each employee.

D. Commercial General Liability Insurance: including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000, each occurrence, and property damage of not less than $1,000,000, each occurrence. Combined single limit of not less than $2,000,000, each occurrence will be acceptable unless otherwise stated.

E. Commercial Automobile and Truck Insurance: Covering any owned, hired, and non-owned vehicles with a combined single limit of not less than $1,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

BODILY INJURY (PER PERSON)	$1,000,000.00
BODILY INJURY (PER ACCIDENT)	$1,000,000.00
PROPERTY DAMAGE	$1,000,000.00

Physical Damage:
Comprehensive Coverage provided the Operator will be responsible for the difference in the amount of the deductible above $1,000.
Collision Coverage provided the Operator will be responsible for the difference in the amount of the deductible above $1,000.

F. Miscellaneous Insurance: The OPERATOR will be responsible to insure the transit vehicles and equipment provided by the COUNTY for the operations of the mass transit system during the entire term of this AGREEMENT and any amendments hereafter. The OPERATOR shall procure and maintain the insurance coverage on all COUNTY-owned equipment to cover the risk of loss and/or damage to the vehicles and equipment from any and every cause whatsoever for nothing less than the actual cash value of said equipment.

Each insurance policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to COUNTY by certified mail.

2) OPERATOR shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said OPERATOR from its insurer; and nothing contained herein shall absolve OPERATOR of this requirement to provide notice.

3) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the OPERATOR.

4) The term "COUNTY" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the County and individual members, employees thereof in their official capacities, and/or while acting on behalf of the COUNTY.

5) Hernando County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.

6) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY's self-insured retention of whatever nature.

OPERATOR hereby waives subrogation rights for loss or damage against the COUNTY.

SECTION 12 - FORCE MAJEURE

The OPERATOR shall not be held liable to the COUNTY for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this AGREEMENT due to strikes, lockouts, acts of God, governmental restrictions, enemy actions, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the control of the OPERATOR.

SECTION 13 - NOTICES

All notices to be delivered under this AGREEMENT shall be delivered by certified mail return receipt requested, or in person with proof of delivery. Notice shall commence upon receipt.

For the COUNTY:

Hernando County Board of County Commissioners
ATTN: Ronald F. Pianta, AICP, Planning and Zoning Director
20 N. Main Street, Room 262
Brooksville, Florida 34601

For the OPERATOR:

FIRM NAME RATP Dev USA

Attn: Arnaud Legrand, CEO

Address: 3800 Sandshell Drive, Suite 180

Fort Worth, Texas 76137

The signatures below of the Chairman of Hernando County Board of County Commissioners and an authorized representative of RATP Dev USA, Inc., indicate concurrence with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in Hernando County, Florida on this 23rd day of March 2021.

SEAL

Board of County Commissioners
Hernando County, Florida

By: _____
John Allocco, Chairman

ATTEST: _____, Deputy Clerk
Douglas A. Chorvat, Clerk of Circuit Court
and Comptroller

Approved as to Form and Legal Sufficiency

BY: _____ 3/2/21
County Attorney's Office Date

RATP Dev USA
Firm Name

By: Arnaud LEGRAND

Title: Chief Executive Officer

ATTEST: _____ 03/05/2021

ATTACHMENT 12

Lobbying Restriction Certification

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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

John Roslansky Signature of Contractor's Authorized Official

Associate General Counsel Name and Title of Contractor's Authorized Official

March 4, 2021 Date

DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013
Expiration Date: 2/28/2022

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	☒ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix *First Name Middle Name
*Last Name Suffix

Title: **Telephone No.:** **Date:**

Federal Use Only:

STANDARD FORM LLL (REV. 7/1997)
Authorized for Local Reproduction

ATTACHMENT 14

Disadvantaged Business Enterprise (DBE) Affirmation Statement

Prime Contractor/Prime Consultant: Hernando County Transit Management

Telephone Number: 270-791-6464

Address: 700 Aeriform Drive, Brookville, FL 34601

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE ☐ Non-DBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• CompanyName: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

ATTACHMENT 15

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: RATP Dev USA, Inc.

Signature of Authorized Official: John Roslansky Date ____/____/____

Name and Title of Contractor's Authorized Official: John Roslansky, Associate General Counsel

SECTION IV: SUPPLEMENTARY CONDITONS FOR FEDERAL CONTRACT CLAUSES

Hernando County is a recipient of Federal Transit Administration (FTA) funding. The Vendor/Contractor(s) shall comply with the following FTA Contract clauses.

1. **ACCESS TO RECORDS AND REPORTS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

   1.1. **Record Retention.** The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

   1.2. **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

   1.3. **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.

   1.4. **Access to the Sites of Performance**. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

2. **CLEAN AIR ACT AND CLEAN WATER ACT** 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

   The Contractor agrees:

   2.1. It will not use any violating facilities;

   2.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

   2.3. It will report violations of use of prohibited facilities to FTA; and

   2.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

   3.1. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

   3.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

      3.2.1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

      3.2.2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.5. Title VI **of the Civil Rights Act**. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI0020 regulations.

4. <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE)</u> 49 C.F.R. part 26

4.1. The Contractor, subrecipient or Sub-Contractor 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 C.F.R. 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 this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

4.1.1. Withholding monthly progress payments;

4.1.2. Assessing sanctions;

4.1.3. Liquidated damages; and/or

4.1.4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

4.2. Further, Hernando County requires prime Contractors to pay Sub-Contractors for satisfactory performance of their Contracts no later than thirty (30) days from receipt of each payment Hernando County makes to the prime Contractor.

4.3. **Overview** It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted Contracts. It is also the policy of Hernando County to:

4.3.1. Ensure nondiscrimination in the award and administration of DOT-assisted Contracts;

4.3.2. Create a level playing field on which DBE's can compete fairly for DOT-assisted Contracts;

4.3.3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4.3.4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

4.3.5. Help remove barriers to the participation of DBEs in DOT-assisted Contracts;

4.3.6. To promote the use of DBEs in all types of federally assisted Contracts and procurement activities; and

4.3.7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

4.4. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Hernando County shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Hernando County may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous Contracts with Hernando County.

4.5. **Contract Assurance** The Contractor, subrecipient or Sub-Contractor 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 C.F.R. 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 this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate.

4.6. **DBE Participation** For the purpose of this Contract, Hernando County will accept only DBE's who are:

4.6.1. Certified, at the time of bid opening or proposal evaluation, by the Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory or

4.6.2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

4.6.3. Certified by another agency approved by Hernando County. .

4.7. **Good Faith Efforts**

4.7.1. If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Hernando County will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Hernando County will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

4.7.2. Documented communication with Hernando County's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

4.7.3. Pre-bid meeting attendance. At the pre-bid meeting, Hernando County generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

4.7.4. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

4.7.5. Written notification to DBE's encouraging participation in the proposed Contract; and

4.7.6. Efforts made to identify specific portions of the work that might be performed by DBE's.

4.8. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

4.8.1. The names, addresses, and telephone numbers of DBE's that were contacted;

4.8.2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

4.8.3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

4.9. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE Sub-Contractor quote submitted when a non-DBE Sub-Contractor was selected over a DBE for work on the Contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

4.10. **Administrative Reconsideration**

4.10.1. Within five (5) business days of being informed by Hernando County that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to Hernando County's Chief Procurement Officer. The Chief Procurement Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

4.10.2. As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Hernando County will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

4.11. **Termination of DBE Sub-Contractor**

4.11.1. The Contractor shall not terminate the DBE Sub-Contractor(s) listed in the DBE Participation Schedule (Attachment 14) without Hernando County's prior written consent. Hernando County may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE Sub-Contractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE Sub-Contractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE Sub-Contractor to substitute for the original DBE and immediately notify Hernando County in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to

the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 4.13 below (Sanctions for Violations).

4.12. **Continued Compliance**

4.12.1. Hernando County shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Hernando County that summarize the total DBE value for this Contract. These reports shall provide the following details:

4.12.1.1. DBE utilization established for the Contract;
4.12.1.2. Total value of expenditures with DBE firms for the quarter;
4.12.1.3. The value of expenditures with each DBE firm for the quarter by race and gender;
4.12.1.4. Total value of expenditures with DBE firms from inception of the Contract; and
4.12.1.5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

4.12.2. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Planning and Zoning Department. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

4.12.3. The successful Bidder/Offeror shall permit:

4.12.3.1. Hernando County to have access to necessary records to examine information as Hernando County deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and Contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

4.12.3.2. The authorized representative(s) of Hernando County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

4.12.3.3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 1.2.

4.13. **Sanctions for Violations**

4.13.1. If at any time Hernando County has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Hernando County may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

4.13.1.1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

4.13.1.2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

5. **ENERGY CONSERVATION** Energy Conservation 42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

6.1. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each Contract at any tier of $25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

6.1.1. Debarred from participation in any federally assisted Award;

6.1.2. Suspended from participation in any federally assisted Award;

6.1.3. Proposed for debarment from participation in any federally assisted Award;

6.1.4. Declared ineligible to participate in any federally assisted Award;

6.1.5. Voluntarily excluded from participation in any federally assisted Award; or

6.1.6. Disqualified from participation in ay federally assisted Award.

6.2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

6.2.1. The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

7. LOBBYING RESTRICTIONS 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20 (See Attachment 12).

8. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 the Recipient, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l)(1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

9.1. The 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, the 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, the 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 the Contractor to the extent the Federal Government deems appropriate.

9.2. The 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

9.3. The Contractor agrees to include the above two clauses in each Sub-Contract 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 Sub-Contractor who will be subject to the provisions.

10. RECYCLED PRODUCTS/RECOVERED MATERIALS 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

11. SAFE OPERATION OF MOTOR VEHICLES 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, U.S. DOT Order No. 3902.10

11.1. Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

11.2. Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

12. TERMINATION 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)
For all contracts in excess of $10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and subrecipients and their Sub-Contracts at every tier.

12.1. **Termination for Convenience (General Provision)**
Hernando County may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

12.2. **Opportunity to Cure (General Provision)**

12.2.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

12.2.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

12.3. **Termination for Default (Supplies and Service)**

12.3.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this Contract, Hernando County may terminate this Contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.

12.3.2. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

12.4. **Waiver of Remedies for any Breach**
In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

13. VIOLATION AND BREACH OF CONTRACT 2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

13.1. **Rights and Remedies of Hernando County**
Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

13.1.1. The right to take over and complete the work or any part thereof as Hernando County for and at the expense of the Contractor, either directly or through other Contractors;

13.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;

13.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

13.1.4. The right to money damages.

13.2. **Rights and Remedies of Contractor**
In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

13.3. **Remedies**
Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

13.4. **Performance during Dispute**
Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

13.5. **Claims for Damages**
Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim

for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

13.6. **Remedies**
Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

13.7. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. CHANGES AND MODIFICATIONS. FTA's Role and Responsibilities. FTA does not participate in the recipient's decisions involving change orders, constructive changes, or modifications, but reserves the right to review the recipient's supporting documentation as necessary to determine the extent of FTA assistance that may be used to support those costs.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, 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 Agreement. The Vendor/Contractor, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any Hernando County, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

16. EMPLOYEE PROTECTIONS.

16.1. Contract Work Hours and Safety Standards for Awards Not Involving Construction The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

16.2. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

16.3. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

16.4. The Contractor shall require the inclusion of the language of this clause within Sub-Contracts of all tiers.

17. CHARTER SERVICE OPERATIONS

17.1. The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides 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 as permitted under:

17.1.1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

17.1.2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
17.1.3. Any other federal Charter Service regulations; or
17.1.4. Federal guidance, except as FTA determines otherwise in writing.

17.2. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

17.2.1. Barring it or any Sub-Contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
17.2.2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
17.2.3. Any other appropriate remedy that may apply.

17.3. The Contractor should also include the substance of this clause in each Sub-Contract that may involve operating public transit services.

18. SCHOOL BUS OPERATIONS

18.1. The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

18.1.1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
18.1.2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
18.1.3. Any other Federal School Bus regulations; or
18.1.4. Federal guidance, except as FTA determines otherwise in writing.

18.2. If Contractor violates this School Bus Agreement, FTA may:

18.2.1. Bar the Contractor from receiving Federal assistance for public transportation; or
18.2.2. Require the Contractor to take such remedial measures as FTA considers appropriate.

18.3. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each Sub-Contract or purchase under this contract that may operate public transportation services.

19. SUBSTANCE ABUSE REQUIREMENTS (Drug and Alcohol) 49 U.S.C.§ 5331, 49 C.F.R. part 655, 49 C.F.R. part 40

Substance Abuse Testing. The Contractor agrees to participate in the County's drug and alcohol program requirements established in compliance with 49 C.F.R. part 655.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

John Roslansky — March 4, 2021

Authorized Signature — Date

John Roslansky

Name (Printed)