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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 21, 2025

Agenda Item No. 8(P)(1)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Resolution No. R-1027-25

Subject: Recommendation to Award a Contract for Fixed Route Scheduling Software

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Summary
This item seeks approval to award a contract for the purchase of Fixed Route Scheduling Software for the Department of Transportation and Public Works (DTPW). The contract provides for integrated transit scheduling and service planning software, hardware, and hosting solutions for its transit services. It covers multi-modal services – fixed route bus, on-demand, heavy rail and people-mover. The new scheduling software will employ advanced algorithms to optimize critical agency resources for creating schedules for both vehicles and operators.

The annual cost of the proposed contract, when compared to the costs today, would deliver savings to the County of approximately $866,330 for the solution alone. Additional operational savings are anticipated from the enhanced scheduling capabilities of the software. The recommended vendor provided a Proof-of-Concept for the County which details operational savings of an estimated $14.8 million, or approximately 5% of bus operations costs annually. If this contract is awarded by the end of October 2025, these operational efficiencies could be implemented for the March 2026 lineup. However, the full extent of the projected savings would be realized gradually, as operator attrition occurs and select currently contracted routes are transitioned back to in-house operation.

Approval of this contract will allow DTPW to modernize its outdated scheduling system, which is cumbersome, counter-intuitive and time-consuming. The new system will streamline service planning and scheduling functions, reduce errors, enable faster implementation of service adjustments and support seamless interfacing between planning and scheduling functions, including scenario planning.

Recommendation
It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0000390*, *Fixed Route Scheduling Software*, to GIRO Inc. in the amount of $6,278,077 for a five-year term, with one, five-year option to renew for DTPW. This contract will replace *BW7961-3/11*, approved by the Board via Resolution No. R-1306-05.

Background
A Request for Proposals (RFP) was issued under full and open competition on January 9, 2024. On the closing date, February 23, 2024, the County received three proposals, of which none were local firms. The evaluation meeting was conducted in April 2024. Negotiations commenced in May 2024, and concluded in May 2025. A total of 19 internal strategy meetings with staff and negotiation meetings with the selected Proposer were held to negotiate the final contract terms, Scope of Work, Service Level Agreements, and Price Schedule. A copy of the Selection Committee Coordinator report is attached.

The contract provides integrated transit software, hardware, and hosting solutions for Metrobus, Metrorail, and Metromover service planning and scheduling tasks that includes planning network and timetables; defining stops and route patterns on a map of the service area; performing ridership analysis; calculating runtimes based on actual operations; implementing Operator/Employee assignment; assigning vehicles; and scheduling vehicle maintenance. The new scheduling software will have advanced algorithms that can optimize critical resources for creating schedules for both vehicles and operators.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the initial five-year term is $4,101,281. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative value will be $6,278,077. The current contract is valued at $17,826,203 for a 16-year term and expires on June 30, 2026. The annualized allocation under the proposed contract is lower by $486,330 when compared to the current contract. In addition, there are two other supplemental contracts that would expire with the implementation of the new software and its increased functionality. These include the service planning tool, Remix, at $330,000 annually, and consultant support for electric vehicle scheduling at $50,000 annually. Therefore, the net annual cost would deliver savings to the County of approximately $866,330 for the solution alone. Furthermore, additional operational savings are anticipated through the enhanced scheduling capabilities of the software. The Proof-of-Concept generated savings of an estimated $14.8 million annually. In total, DTPW could realize savings of over $16 million annually with the full software implementation. These are not service cuts but pure efficiencies gained through utilizing advanced software. If this contract is awarded by end of October 2025, these operational savings could be implemented for the March 2026 lineup. However, the full extent of the projected savings would be realized gradually, as operator attrition occurs and select currently contracted routes are transitioned back to in-house operation.

Department	Allocation	Funding Source	Budgeted	Contract Manager
DTPW	$6,278,077	DTPW Operating	FY 2025-26 Proposed Budget & Multi-Year Capital Plan, Volume 2, Transportation and Public Works page 128, Other Operating (Transit Operating Fund ET001)	John Roderick
Total	**$6,278,077**			

Track Record/Monitor
Brian Webster of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to give notice of this award to the recommended vendor(s), issue the appropriate purchase orders to give effect to same and exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award
Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. No local firm was identified as having the experience and expertise commensurate with service requirements of the Scope of Work.

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
GIRO Inc.	5800 Saint-Denis Street, Suite 1102, Montréal, Québec, Canada	None	0 0%	Renée Touzin

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor(s) Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Clever Devices Ltd	No	Evaluation Scores/Ranking
Trapeze Software Group Inc.	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-252-25, this type of software service contract is not a good candidate for piggybacking opportunities, as proposals for the software service are requested through a best value procurement process for the County service plan.

Applicability of Ordinances and Contract Measures

- The User Access Program applies where permitted by funding source.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment

Jimmy Morales
Chief Operating Officer

Memorandum

Date: April 16, 2024

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Thru: Lydia Osborne, Ph.D., CPPO, CPPB, NIGP-CPP *Lydia Osborne*
Assistant Director
Strategic Procurement Department

From: Brian Webster *BAW*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for RFP No. EVN0000390, Fixed Route Scheduling Software

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The Strategic Procurement Department issued a competitive Request for Proposals on January 9, 2024, on behalf of the Department of Transportation and Public Works (DTPW), to obtain proposals from qualified firms to provide a multi modal fixed route scheduling software (Software). DTPW is the public transit provider for unincorporated Miami-Dade County (County) and surrounding areas within unincorporated Miami-Dade County. DTPW provides transit service via bus, heavy rail (Metrorail), automated people mover (MetroMover), and other transportation and mobility services to the public, including individuals with disabilities and seniors. The selected proposer will provide the Software, inclusive of all licensing and services required to successfully implement, host (if applicable), train County staff, support, and maintain the Software for the duration of the resulting contract. The County anticipates awarding a contract for a period of five years, with one, five-year option to renew, at the County's sole discretion.

On February 23, 2024, three proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) completed the evaluation of the three proposals, following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:
March 14, 2024 (Kick-off Meeting)
April 4, 2024 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:
A Small Business Enterprise selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:
The solicitation did not have minimum qualification requirements.

The proposals were reviewed for responsiveness; no issues were identified.

Local Certified Veteran's Business Enterprise Preference:
Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):
Staff submitted a request to OIG and COE on February 27, 2024. A response was received from OIG on February 27, 2024, advising that no reports were found. A response was received from COE on February 7, 2024, stating that no issues were found.

Office of the Commission Auditor (OCA) Background Check:
Staff submitted Committee members' completed Neutrality Affidavits and Resumes to OCA on March 14, 2024. A response was received on March 19, 2024. Two members of the Committee disclosed a working relationship with Trapeze, a company currently under contract. A response was received from OCA on March 19, 2024, that stated the disclosure from the two Committee members, without a determination of a conflict of interest. OCA forwarded its findings to the COE for further review. A response was received from COE regarding its findings on March 28, 2024, advising that no conflicts of interest had been identified.

Summary of scores:
The Committee decided not to hold oral presentations. Price proposals were reviewed at the time of the review and scoring of technical proposals.

The final scores are as follows:

Proposer	*Technical Score* *(max. 2400)*	*Price Score* *(max. 600)*	*Total Combined Score* *(max. 3000)*	*Price/Cost Submitted*
Giro, Inc.	2200	470	2670	$6,278,077
Clever Devices, Ltd.	1820	460	2280	$2,392,719
Trapeze Software Group, Inc.	1400	355	1755	$4,890,621

Per amended I.O. 3-34, all Committee member's scores, for each firm, were reviewed to determine whether any criterion score varied in excess of 33 percent of the average score awarded by all Committee members. Variations in excess of 33 percent of the average score awarded by all Committee members were identified for two of the three proposers (Clever Devices, Ltd. and Trapeze Software Group, Inc.) under the Relevant Experience of Proposer and Project Schedule criteria. After discussion of the variances among Committee members, several variances remained for which Committee members provided explanations. At the conclusion of addressing variances, there was no change in ranking. Despite these variances, individual rankings of all Committee members were same.

Local Preference:
Local Preference was considered but did not affect the outcome as none of the proposers were local firms.

Administrative Leave Eligibility:
The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification dated March 14, 2024; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
John Roderick	Department of Transportation and Public Works
Peter Rubio	Information Technology Department
Shawntel Kelly-Gibson	Department of Transportation and Public Works

Negotiations:
The Committee recommends that the County enter into negotiations with the highest ranked proposer, Giro, Inc. (Giro). The following individuals will participate in the negotiations:

Brian Webster, Negotiator, Strategic Procurement Department
John Roderick, Sr. Operations Scheduler, Department of Transportation and Public Works
Linda Morris, Chief Service Planning, Department of Transportation and Public Works
Peter Rubio, IT Sr. Software Developer, Information Technology Department
Boon Choo-Tan, IT Manager, Information Technology Department
Beth Goldsmith, Department of Transportation and Public Works

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:
The Committee recommends negotiating a contract with Giro, as it determined that Giro's overall proposal demonstrated a strong approach in meeting the project objectives of the solicitation, and the firm's ability to meet all aspects of the project requirements in a timely manner.

The proposal submitted by Giro detailed a comprehensive response to all requirements specified in the solicitation and demonstrated the firm's ability to provide fixed route scheduling services, with a project plan that best supports DTPW. Giro's implementation timeline has the shortest time required to implement contract services. Giro's reports can duplicate the reports currently used, user interfaces and user experience with the proposed software are excellent, as well scheduling tools and interfaces with existing County third party applications. Giro's corporate and staff experience was commensurate with the level required to support project requirements. Their price proposal was deemed fair and reasonable, in consideration as having proposed the highest price offer of $6,278,077. Giro offered additional modules that support scheduling services.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2024.04.26 15:53:59 -04'00'

_____ _____
Namita Uppal, C.P.M. Date
Director and Chief Procurement Officer

RFP No. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE
EVALUATION 1

COMPOSITE

EVALUATION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (3 members)	CLEVER DEVICES LTD	GIRO INC	TRAPEZE SOFTWARE GROUP INC	N/A
A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	1200	880	1100	700	0
B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	600	500	550	420	0
C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	600	440	550	280	0
Total Technical Points	800	2400	1820	2200	1400	0
Selection Factor *(10% of the Total Technical Points)*	0	0	0	0	0	0
Total *(Technical & Selection Factor)*	800	2400	1820	2200	1400	0
D. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment B, Proposal Price Schedule.	200	600	460	470	355	0
TOTAL POINTS	1000	3000	2280	2670	1755	0
		Ranking:	2	1	3	0

MDC007

Brian A Webster — Selection Committee Coordinator - Signature — Brian A Webster — 4/8/2024 — Date

Saba Musleh — Reviewer - Signature — Saba Musleh — 4/8/2024 — Date

Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						
Is any firm within 5% of the highest ranked? Y / N						
Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						

RFP NO. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE
EVALUATION 1

COMMITTEE MEMBER NAME: John Roderick
(PRINT)

EVALUATION CRITERIA / PROPOSERS	Maximum Points	CLEVER DEVICES LTD	GIRO INC	TRAPEZE SOFTWARE GROUP INC
A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	250	350	200
B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	100	150	100
C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	100	150	50
Total Technical Points	**800**	450	650	350
D. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment B, Proposal Price Schedule.	**200**	150	100	125
TOTAL POINTS	**1000**	600	750	475

MDC008

Name (Sign)

4/4/24
Date

RFP NO. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE
EVALUATION 1

COMMITTEE MEMBER NAME: PETER Rubio
(PRINT)

EVALUATION CRITERIA / PROPOSERS	Maximum Points	CLEVER DEVICES LTD	GIRO INC	TRAPEZE SOFTWARE GROUP INC
A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	330	400	300
B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	200	200	170
C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	190	200	130
Total Technical Points	**800**	720	800	600
D. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment B, Proposal Price Schedule.	**200**	160	170	130
TOTAL POINTS	**1000**	880	970	730

MDC009

Peter Rubio
Name (Sign)

4/4/24
Date

RFP NO. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE
EVALUATION 1

COMMITTEE MEMBER NAME: SHAWNTEL KELLY-GIBSON
(PRINT)

EVALUATION CRITERIA / PROPOSERS	Maximum Points	CLEVER DEVICES LTD	GIRO INC	TRAPEZE SOFTWARE GROUP INC
A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	300	350	200
B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	200	200	150
C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	150	200	100
Total Technical Points	**800**	650	750	450
D. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment B, Proposal Price Schedule.	**200**	150	200	100
TOTAL POINTS	**1000**	800	950	550

MDC010

Shawntel Kelly-Gibson
Name (Sign)

4/4/24
Date

RFP No. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE
EVALUATION 1

Evaluation of scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members			Average	Low Disparity	High Disparity
			John Roderick	Peter Rubio	Shawntel Kelly-Gibson			
CLEVER DEVICES LTD	A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	250	330	300	293.33	196.53	390.13
	B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	100	200	200	166.67	111.67	221.67
	C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	100	190	150	146.67	98.27	195.07
GIRO INC	A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	350	400	350	366.67	245.67	487.67
	B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	150	200	200	183.33	122.83	243.83
	C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	150	200	200	183.33	122.83	243.83

MDC011

RFP No. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE
EVALUATION 1

Evaluation of scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members: John Roderick	Peter Rubio	Shawntel Kelly-Gibson	Average	Low Disparity	High Disparity
TRAPEZE SOFTWARE GROUP INC	A. Project Approach and Software Functionality Proposer's approach to providing the Software specified and the functionality of the Software, in accordance with the Scope of Work (Attachment A), in accordance with Section 5.1.	400	200	300	200	233.33	156.33	310.33
	B. Relevant Experience of Proposer Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	100	170	150	140.00	93.80	186.20
	C. Project Schedule Proposer's preliminary Project Schedule that identifies the tasks necessary for the successful implementation of the specified Software, in accordance with Section 5.3.	200	50	130	100	93.33	62.53	124.13

MDC012

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 21, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)
10-21-25

RESOLUTION NO. R-1027-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0000390 TO GIRO INC. FOR FIXED ROUTE SCHEDULING SOFTWARE IN A TOTAL AMOUNT NOT TO EXCEED $6,278,077.00 FOR A FIVE-YEAR TERM, WITH ONE, FIVE-YEAR OPTION TO RENEW FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. EVN0000390, in substantially the form attached and made a part hereof, to GIRO Inc. for Fixed Route Scheduling Software in a total amount not to exceed $6,278,077.00 for a five-year term, with one, five-year option to renew for the Department of Transportation and Public Works.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	**aye**		
Kionne L. McGhee, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of October, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

CONTRACT NO. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE

THIS AGREEMENT for the provision of fixed route scheduling software, made and entered into as of this _____ day of _____ , 2025 by and between GIRO Inc./Le Groupe en Informatique et Recherche Opérationnelle, a corporation organized and existing under the federal laws of Canada, having its principal office at 5800 Saint-Denis Street, Suite 1102, Montréal, Québec, Canada, H2S 3L5 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide fixed route scheduling software, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0000390 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated February 23, 2024 (the "Contractor's Proposal") which is incorporated by way of schedule to the Scope of Services (Appendix A) and which shall be an integral part thereof; and

WHEREAS, the County desires to procure from the Contractor such fixed route scheduling software for the County, in accordance with the terms and conditions of this Agreement.

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ATTACHMENTS:

APPENDIX A SCOPE OF SERVICES
APPENDIX A1 DTPW REQUIREMENTS MATRIX
APPENDIX A2 IT SECURITY MATRIX
APPENDIX B PRICE SCHEDULE
APPENDIX C1 HASTUS LICENSE AGREEMENT
APPENDIX C2 HASTUS MAINTENANCE AND SUPPORT CONTRACT

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1.1 The words "Adoption Period" to mean the period of time, following System Acceptance, during which the Contractor provides those Services outlined in greater detail in Appendix A.

1.2 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

1.3 The words "Agreement" or "Contract" to mean these (i) Articles, (ii) Scope of Services, (iii) Maintenance and Support Contract, (iv) License Agreement, (v) all other appendices and attachments hereto, and (vi) all amendments issued hereto.

1.4 The words "Contract Date" to mean the date on which this Agreement is effective.

1.5 The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

1.6 The words "Contractor" to mean GIRO Inc./Le Groupe en Informatique et Recherche Opérationnelle, and its permitted successors.

1.7 The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

1.8 The word "Customization" to mean any modification/development/scripting of the code of the Licensed Software which is required to achieve System Acceptance, that cannot be accomplished via a configuration and which requires the action of the Contractor to complete.

1.9 The word "Days" to mean calendar days.

1.10 The word "Deliverable(s)" to mean all Licensed Software and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.

1.11 The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Solution which are furnished by Contractor to County in connection with the Licensed Software.

1.12 The term "Unlimited License" to mean a licensing model which grants Licensed Software access rights to all County employees/staff/contractors/agents and employees/staff/contractors/agents of other governmental partners which reasonably require access as part of the operations of the Solution, without limitation as to the number of users that may concurrently access the Licensed Software.

1.13 The term "Final Acceptance" to mean the County's written notice that all Work has been completed and the Solution, including all components, has successfully achieved System Acceptance and completed the Adoption Period for the Department of Transportation of Public Works (DTPW) and Information Technology Department (ITD), and is operating in conformance with the Scope of Services.

1.14 The words "System Acceptance" to mean that date on which the Solution is used in a production environment for its intended purpose.

1.15 The words "Implementation Timeline" to mean the Implementation Timelines found in the Contractor's proposal.

1.16 The words "Initial Project Plan" to mean services as described in the Contractor's proposal.

1.17 The words "Intellectual Property Rights" to mean any right that is or may be granted or recognized under any law of any country regarding copyrights, design rights, know how, patents, trade and business names, trade secrets, trademarks, service marks, industrial designs, integrated circuit topography, Confidential Information, and any other statutory, common law or civil law provision or principle regarding intellectual or industrial property, whether registered or unregistered, including rights in or to any applications for any of the foregoing.

1.18 The words "Licensed Software" to mean the commercially available programs, programming language, and data, including Third Party Licenses, licensed by the Contractor to the County, in accordance with Appendix C1, HASTUS License Agreement.

1.19 The word "Maintenance" to mean the Defects diagnosis and correction services provided by Contractor to County to keep the Licensed Software in satisfactory working condition in accordance with Appendix C2, HASTUS Maintenance and Support Contract.

1.20 The words "Notice to Proceed" or "NTP" to mean the provision of a purchase order by the County to the Contractor which shall constitute the County's authorization for Services to begin under this Agreement.

1.21 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

1.22 The words "Project Plan" to mean the Initial Project plan and all subsequent updates, as amended from time to time by the Parties.

1.23 The word "Releases" to mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.

1.24 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

1.25 The word "Services" to mean project management, timeline, configuration, implementation, training, Maintenance and Technical Support Services required to be done by the Contractor.

1.26 The word "Solution" to mean the total complement of Licensed Software, Services, Customizations, and all other items, tangible and intangible, designed to operate as an integrated group in order to provide the Solution functionality outlined in the Scope of Services.

1.27 The words "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.

1.28 The words "Technical Support Services" to mean those services outlined in in Appendix C2, HASTUS Maintenance and Support Contract, which the Contractor provides to the County in order to ensure optimal performance of the Licensed Software.

1.29 The words "Third Party License(s)" to mean any Licensed Software, whether offered as a software as a service or alternative licensing methodology, manufactured by a party other than the Contractor which is required for the Solution to perform in accordance with the Scope of Services. Third Party Licenses may include Solution components that are fully integrated (i.e. not identifiable by a User as a separate license) or Solution components that readily identifiable as provided by a party other than the Contractor.

1.30 The words "Third Party Users" to mean those individuals or entities authorized by the County to perform services, access the Solution, review information, and make inquiries. Third Party Users include the County's consultants, lawyers, designers, owners, vendors, contractors, subcontractors, and part-time or temporary workers. Any such Third-Party User shall fall under the definition of "Authorized Contractor" under Appendix C1 – HASTUS License Agreement, and shall be required to comply with the parameters applicable to them therein.

1.31 The term "Training" to mean those services as greater detailed in Section 2.4.9 provided by the Contractor to instruct the County on the proper Use of the Solution, which must be successfully completed to achieve Final Acceptance.

1.32 The word "Updates" shall have the meaning set forth in Appendix C2, HASTUS Maintenance and Support Contract.

1.33 The word "Upgrades" shall have the meaning set forth in Appendix C2, HASTUS Maintenance and Support Contract.

1.34 The term "User" to mean a user of the Solution to include DTPW and ITD and Third Party Users.

1.35 The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Negotiated Agreement; 2) Appendices to Negotiated Agreement in ascending order; and 3) Miami-Dade County's RFP No. EVN0000390 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

3.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

3.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

3.3 The words "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

3.4 The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

3.5 The words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

3.6 The titles, headings, captions and arrangements used in these terms and conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, or affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

B. The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

C. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective

and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that are necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

E. The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County under a fully executed Amendment to this Contract containing any updated scope, pricing, and terms and conditions as agreed upon by the Parties.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective as of the Contract Date herein above set forth and shall continue through the last day of the fifth (5th) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for one (1) additional five (5) year period.

Contractor shall not commence Services hereunder until issuance of NTP, in the form of a Purchase Order, from the County Project Manager, which shall be issued at the earliest practical date after execution of the Agreement, including acceptance of any certifications, affidavits and evidence of insurance, as applicable to this Agreement. Contractor shall, upon receipt of the Notice to Proceed commence, with diligence, performance of the Work.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board'). The County agrees to continue to remit prorated payment for any use of the Solution for the time period of the extension.

Subject to the provisions of Article 40, *Termination and Suspension of Work*, the parties agree that in the event that fees for Licensed Software have been paid by the County for a term that exceeds the term of the Agreement, the grant of license in accordance with Article 6 and Maintenance and Technical Support in accordance with Article 8 shall continue to be provided by the Contractor under the provisions of this Agreement until the period paid by the County has expired.

ARTICLE 6. GRANT OF LICENSE

License of Licensed Software. County's use of the Licensed Software includes a limited license to the Licensed Software, in accordance with the terms and restrictions of Appendix C1, HASTUS License Agreement. Subject to the restrictions contained therein, County acknowledges that title to and copyright in the software applications supplied by the Contractor are reserved by the Contractor. County acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by the Contractor, other than the limited rights to use the Licensed Software. The Contractor is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Licensed Software (including, without limitation, all software, code, business process and designs used in providing the Licensed Software). County acknowledges that the Licensed Software may be modified or upgraded from time to time.

A. Limited Rights. County's use of the Licensed Software is provided on a limited, non-exclusive, non-transferable basis during the Term. Except as authorized by the Contractor in writing, County will NOT intentionally: (i) access or use the Licensed Software to provide any products or services to any person that is not Third Party User; (ii) resell, sublicense, lease, encumber, copy, distribute, publish, exhibit, transmit, provide access to, or provide use of the Licensed Software to any third party, nor use or allow them to be used in any public system, public electronic bulletin board (unless agreed by the Contractor), multiple computer or user arrangement or network that includes access by any third party other than Third Party Users; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record or create derivative works based on the Licensed Software; or (iv) use the Licensed Software, or any part or aspect thereof, for any unlawful purpose or to mislead or harass anyone. Use of or access to the Licensed Software in violation of the terms hereof is strictly prohibited. A User in violation of this Section may have its permission to access or use the Licensed Software may be limited or suspended immediately by Contractor. During such period of time that access or use of the Licensed Software is limited or suspended, the Contractor shall not delete or alter any data contained in the Solution,

and shall, upon request of the County, allow the County restricted access to the Licensed Software solely for the purpose of data retrieval or export as a result of a Sunshine Law request.

B. License Updates. During the Term, the Contractor will provide County with Updates in accordance with the terms of Appendix C2, HASTUS Maintenance and Support Contract.

C. Licensed Software Rebrand or Successor Product. The Contractor agrees that any rebrand Licensed Software or Successor Product of a new Licensed Software shall be provided using functionally equivalent software as further described in Article 15 and for the purposes of this Agreement, shall not be considered a new or different product, regardless of any naming convention or rebranding conducted by the Contractor.

ARTICLE 7. DELIVERY

A. Delivery of the Solution shall be according to Appendix A, *Scope of Service*, and contingent upon Final Acceptance by the County.

B. Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer(s) of the Solution to the County upon Final Acceptance.

ARTICLE 8. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide the County with maintenance and technical support services in the manner outlined in Appendix C2, HASTUS Maintenance and Support Contract for the Licensed Software throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 9. PROTECTION OF SOFTWARE

Ownership. County agrees that the Solution includes, without limitation, enhancements, edits, improvements, additions, modifications and derivations thereto, and will remain the exclusive property of the Contractor. Contractor will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of County with respect to the Solution in any manner and in any media, which the Contractor shall own. Should the Contractor provide Services to the County that results in the creation of derivative works from the Solution or any new technology, the Contractor shall own all right, title and interest therein, which the County hereby assigns to the Contractor. For purposes of clarity, the Contractor shall own all software and hardware configurations, regardless of who builds them.

ARTICLE 10. SOFTWARE MODIFICATIONS

Solution Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Solution. When requested by the County, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define the Work to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the Contractor. Such enhancements or modifications shall be incorporated in the Licensed Software. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Solution, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

An equitable adjustment to the payment provision is due to the Contractor for enhancements and modifications, in accordance with Article 20, *Extra Work/Change Requests*.

ARTICLE 11. DETAILED DESIGN SPECIFICATIONS

A. As part of the Scope of Services, Contractor shall prepare and submit to County one written document by project phase detailing (and, as the case may be, making any mutually agreed upon acjustments or other modifications to (i) the technical response in the Contractor's Proposal, (ii) the nature and scope of Services tc be provided pursuant to the Contractor's Proposal (the "Detailed Design Specifications" or "DDS"), and (iii) the project schedule.

B. County shall, within fourteen (14) calendar days following delivery of the relevant DDS to County by Contractor or, as the case may be such other time period as may be set forth in such DDS (the "DDS Acceptance Period"), send to Contractor's Project Manager a written document, dated and signed by County's Project Manager, stating whether Client: (i) accepts such DDS (a "DDS Acceptance Notice"), or (ii) would like that any change be made thereto, in which case such document shall detail, in a reasonable manner, the nature and scope of any such requested change (a "DDS Change Request"). It being agreed that, should County fail to send a DDS Acceptance Notice or DDS Change Request to Contractor in accordance with, and within the time period set forth in this paragraph 10.1(B), Client shall then be deemed to have accepted such DDS.

C. Contractor shall review any DDS Change Request that is submitted by County to Contractor in accordance with, and within the time period set forth in paragraph 11(B) of this Agreement, if any, and send to the County within fourteen (14) calendar days, or any other time period which may be agreed upon by the Parties, a revised version of the relevant DDS reflecting any change requested by Client pursuant to such DDS Change Request that can be accommodated by Contractor and impact on costs, if any.

D. Paragraphs 11(B) and 11(C) of this Agreement shall apply, with the necessary adjustments, to any revised version of a DDS provided by Contractor to County in response to any DDS Change Request from County until its acceptance by County in accordance with paragraph 10.1(B) of this Agreement, except, only, for the DDS Acceptance Period which shall then be reduced to seven (7) calendar days, or any other time period which may be agreed upon by the Parties, following receipt of the relevant revised version of the DDS, or, as the case may be, such other time period as may be set forth in such revised version.

E. Any DDS so accepted in accordance with this article shall constitute a binding agreement between Parties thereby completing and, as applicable, amending the Contractor's Proposal for those items addressed in such DDS, it being agreed that in case of any conflict between the terms and conditions of the Contractor's Proposal and the terms and conditions of such accepted DDS, the latter shall prevail to the extent of such conflict.

ARTICLE 12. IMPLEMENTATION SERVICES

A. If the Contractor fails to provide Deliverables within the time specified or if the Solution delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may (i) reject the Deliverable(s) in totality or (ii) accept any portion of Deliverable(s) and reject the balance of the Deliverable(s). The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fixed or updated Deliverable within a mutually agreed upon time period following the Contractor's receipt of the County's rejection notice.

B. The Contractor shall bear the risk of loss or damage to the Deliverable until the time the Project Manager certifies that the Deliverable, Solution, Update, or Upgrade has successfully completed the acceptance testing whether such loss or damage crises from acts or omissions (whether negligent or not) of the Contractor.

C. Contractor agrees to commence installation of the Solution according to the Implementation Timeline (as provided in Appendix D) unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Timeline, so that such Solution is in good working order and ready for use by the dates set forth in the Timeline.

D. Contractor agrees to do all things necessary for proper implementation of the Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all Work with all other contractors and/or

County personnel performing work to complete Solution installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure working space for the performance by Contractor of the implementation services described herein.

E. Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required Work to successfully achieve all objectives set forth in the Scope of Services.

F. Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating Solution performance.

ARTICLE 13. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services. The Solution shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Services as developed and agreed by both parties. To assure Solution performance, the Parties will jointly coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services, as such may be amended via the Extra Work provisions of the Agreement.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory Acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution that may be impactful to the functionality of any integrations outlined the Scope of Services shall be tested by Contractor.

ARTICLE 14. SERVICE LEVEL

Upon Final Acceptance of the Solution, Contractor shall provide the County with Service Levels in the manner and subject to the terms outlined in Appendix C2, HASTUS Maintenance and Support Contract, for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 15. FUNCTIONALLY EQUIVALENT SOFTWARE

As long as the County maintains continuous Maintenance and Technical Support Services with Contractor for the Solution and (i) in the event the Solution is no longer supported, and (ii) the Contractor makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Product(s)") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions or renewals thereof, then County, at its sole discretion, may transfer the Solution to the Successor Product(s), for no additional subscription or maintenance fees. In the event the County elects to transfer its license to the Solution to the Successor Product(s), the County shall discontinue use of the existing Licensed Software upon successful implementation of the Successor Product(s). Should the County request Service from the Contractor in order to complete the implementation of such Successor Product(s), the County will request a quote from the Contractor that shall define in detail the Services to be performed, project staffing, anticipated project schedule, and other information relevant to the project including all costs pertaining to such Services. The parties shall mutually agree to terms of such Services in the form of an amendment or supplemental agreement, executed in writing by both parties.

ARTICLE 16. ADDITIONAL LICENSES, SOFTWARE, OR SERVICES

During the term of the contract, the County may purchase additional licenses (if County decides to purchase additional instances of the Licensed Software using a named user model), software, or services provided they are available. Each order must refer to this contract

and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, software, or services. Any modification to the Scope of Services of this Contract will require mutual written agreement between the Contractor and the County.

ARTICLE 17. EXTENSION OF TIME

A. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:

   i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and

   ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and

   iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

   iv. The Contractor has provided a written request and other information to the County, as described in subsection (D) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time (the "Delay Notice"). The Contractor shall specifically state in such Delay Notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the Delay Notice. If the Contractor fails to give the Delay Notice timely, the right to request an extension for such cause shall be waived.

B. All references in this Article to the Contractor shall be deemed to include Subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.

C. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.

D. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.

E. Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

F. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (A)(iv) above shall be a condition precedent to the Contractor's rights hereunder.

G. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Work, configuration, installation, or delivery of the Solution, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

H. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 18, *Extension of Time Not Cumulative*, nor the making of any payments to the Contractor shall compromise the County's contractual right to delay of payment as outlined within Article 24, *Payment Schedule*,

or to declare the Contractor in default.

I. County Extension of Time. The County may exercise upon reasonable notice to the Contractor, an extension of time to complete any County responsibility outlined within the Scope of Services. This notification shall include information as to the need for the extension and the anticipated date of completion.

ARTICLE 18. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 17, *Extension of Time*, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Services unless the overall services is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 19. COUNTY DELAY

Due to the firm fixed price nature of the Solution, any material failure to perform, or any material delays caused by the County, in permitting or assisting Contractor in the configuration or implementation of the Services, shall be deemed to be a material breach of this Contract by the County. Contractor shall be excused from project deadline commitments if any delays are due to the County's failure to fulfill its obligations hereunder or under any exhibits hereto. The Contractor shall give the County the time limits mutually agreed upon the review and approval of the project timeline to fulfill its obligations. After such time, the Contractor may suspend the Licensed Software, terminate this Contract or avail itself of such remedies as are available to it hereunder or under applicable law. Notwithstanding any such delays, the County shall continue to remit payment to the Contractor hereunder on a timely basis. For purposes of clarity, the delays covered by this Paragraph include only those for which the County has discretion and control, and specifically excludes matters that are beyond the County's discretion and control.

ARTICLE 20. EXTRA WORK/CHANGE REQUESTS

A. Extra Work Definition. The County reserves the right to order changes or direct work that may result in additions to the amount, type or value of the Work shown in the Contract and are within the general scope of the Contract, but are outside of the defined Scope of Services, in accordance with this Article. Any such changes that result in additions to the Work will be known as "Extra Work."

B. Extra Work Procedure. No Extra Work shall be performed except pursuant to a written Supplemental Agreement issued by the County expressly authorizing the performance of such Work and explicitly declaring the intention of the County to treat the Work described therein as Extra Work. In the absence of such a Supplemental Agreement, if the County Project Manager shall direct, order or require any work, whether orally or in writing, which the Contractor deems to be Extra Work, the Contractor shall give written notice to the County Project Manager stating why the Contractor deems it to be Extra Work and shall not perform any Extra Work until such time a Supplemental Agreement has been executed.

C. Scope Changes Definition. When either party identifies the need for a change in Appendix A, *Scope of Services* ("Scope Change"), a change review process will be initiated by the requesting party in order to determine the appropriate authority to review and approve the change and to determine whether such change constitutes Extra Work. Changes may include, but are not limited to, the following:

1) Any change that impacts Article 24, *Payment Schedule*
2) Any changes that impacts the Implementation Timeline
3) Any changes that impact staffing levels for either party
4) Additions or deletions to functionality
5) Any changes to any Deliverable or required Service listed in the Scope of Services

D. Contractor Change Requests. Upon identification by the Contractor, the Scope Change request will be submitted to the County's Project Manager for review and determination of the appropriate authority. The County may request feedback or additional information from a Contractor Project Manager regarding any change requested. Following review, the County Project Manager

will notify a Contractor Project Manager of the appropriate authority level in accordance with the governance structure outlined in the Scope of Services. In the event that a change request is determined, by the County in its reasonable discretion, to be a material contractual impact or is determined to be Extra Work, appropriate approval may be sought from the County Mayor or Designee, or the Board of County Commissioners. Contractor shall not perform work on any Scope Change, as defined in this paragraph, until such time a mutually agreed upon Supplemental Agreement has been executed. However, minor changes that do not impact cost, overall project schedule, or overall functionality may be approved by the County's Project Manager do not constitute Extra Work and shall be captured in the associated status report and/or Project Plan.

E. County Change Requests. Upon identification by the County, the Scope Change request will be submitted to the Contractor's Project Manager for review. The Contractor may request feedback or additional information from the County regarding any change requested to determine if such change constitutes Extra Work as defined in the Agreement. Following review, the Contractor will notify the County of any potential cost and schedule impacts in accordance with provisions of this Article. Contractor shall not perform work on any Scope Change, as defined in this paragraph, until such time a mutually agreed upon Supplemental Agreement has been executed.

F. For avoidance of doubt, Services not explicitly stated in the Scope of Services, but reasonably required to be performed by Contractor in order to successfully implement the Solution shall not be considered Extra Work or be subject to additional compensation by the County. This includes the delivery and Acceptance of all functional and technical requirements identified in Attachment 1 and Attachment 2 as being included in the Scope of Services, even in the event that the gap analysis outlined in the Scope of Services reveals that additional effort, resources, staffing, or work arounds are required by Contractor in order to achieve Acceptance.

G. The provisions of the Contract relating to the Work and its performance shall apply without exception to Extra Work and the performance thereof, except as otherwise provided in a written Supplemental Agreement between the Contractor and the County.

ARTICLE 21. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Department of Transportation and Public Works
Attention: John Roderick
Phone: (786) 469-513
E-mail: john.roderick@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1375
Miami, FL 33128-1974

Phone: (305) 375-4900
E-mail: CPO@miamidade.gov

(2) To the Contractor

GIRO Inc./Le Groupe en Informatique et Recherche Opérationnelle
Attention: Senior Director, Business Relations and Risk Management
5800 Saint-Denis Street, Suite 1102
Montréal, Québec, H2S 3L5, CANADA

Phone: (514) 383-0404
E-mail: contracts@giro.ca

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 22. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

A. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be in accordance with Article 24, *Payment Schedule*, and all amounts payable hereunder by the County shall be payable to the Contractor pursuant to the payment milestones as defined in Article 24. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

B. All payments are exclusive of Federal, state, local and foreign taxes, levies and assessments. Each Party shall be responsible for its own taxes (whether Federal, state or local), together with all governmental filings related thereto, which arise out of the Solution rendered hereunder. For clarity, any American federal, state and local taxes, levies and assessments imposed upon County as a result of payments made under this Contract shall be payable and remitted by County.

C. Contractor may suspend access to the Licensed Software if County fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.

D. With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees, except to the extent that Appendix B, Price Schedule, or any mutually agreed Supplemental Agreement expressly provides otherwise. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 23. METHOD AND TIMES OF PAYMENT

A. The Contractor shall bill the County periodically in accordance with the payment terms established in Article 24 below. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises ("SBEs"), providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or the Public Health Trust (the "Trust") shall be forty-five (45) days from receipt of a proper invoice. Notwithstanding the foregoing, all fees payable to the Contractor shall be due sixty (60) days from receipt of a proper invoice and the Contractor shall not charge any late payment interest until after such sixty (60) day period has elapsed. All payments due from the County or the Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be subject to the dispute resolution mechanism under Article 31.

B. In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall

have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

C. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as instructed by the County Project Manager.

D. The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 24. PAYMENT SCHEDULE

A. The County shall pay the Contractor for the Licensed Software amounts detailed in Appendix B, *Price Schedule*.

B. The County shall pay the Contractor based on milestones, contingent upon occurrence of the Acceptance of Deliverables as milestones as herein defined. Each milestone payment to be made no more than once with respect to the achievement of such milestone but payable the first time such milestone is achieved. The Contractor shall invoice the County in accordance with Article 23, *Method and Times of Payment,* subject to the provisions of Article 25, *Milestone Approval Process*.

C. The amount of each milestone for the total value of the initial Contract Term is defined by Appendix B, *Price Schedule*.

D. The Contractor may request increases or decreases in price only on the anniversary date. Upon receipt of a renewal request from the County, the Proposer may submit a written request for escalation or de-escalation only on items for which it can no longer honor the awarded price. The request must include the County's stock number, if applicable, a brief description of the item, and a new price that will remain firm until the next anniversary date.

The County reserves the right to:

1. Grant or decline any request for escalation or de-escalation with or without cause.

2. Request documentation from the referenced parts manufacturer justifying any requested increase. In the event of such request the County will only allow the Contractor to increase contract price(s) by the amount of the actual increase as provided by the parts manufacturer. The Contractor may be required to document any price increase on the anniversary date. Any decision of the County to grant or decline a request for price adjustment will be at the County's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the County.

ARTICLE 25. MILESTONE APPROVAL PROCESS

The County will review, approve, and provide written Acceptance for all milestones listed in above via the following process:

1. Contractor will submit, via e-mail to the County, a Milestone Acceptance Form (MAF), included as Appendix C1, for each completed milestone.

2. The County will review the Deliverable(s) associated with the MAF within the time period mutually agreed to in accordance with the schedule outlined in the Project Plan for Acceptance. The County agrees that such Acceptance shall not be unreasonably withheld or delayed. The Contractor understands that failure by the County to provide a notice of Acceptance does not constitute Acceptance.

3. If the County determines, in its reasonable discretion, that the Deliverable(s) associated with the MAF fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the Deliverable(s) or may grant conditional Acceptance of the Deliverable(s) and reject the balance of the Deliverable(s). In the event of conditional Acceptance, the County shall notify the Contractor in writing of the deficiencies that resulted in the conditional Acceptance. Contractor agrees to correct such deficiencies in the Deliverable(s) in a mutually agreed upon timeframe of the Contractor's receipt of the County's notice. Conditional Acceptance may result in partial payment being issued for the milestone, and the remaining portion of the payment being completed upon the County's Acceptance of the corrected portion of the Deliverable(s).

4. In the event of rejection, the County shall notify Contractor of such rejection in writing and specify therein the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Deliverable(s) within a mutually agreed upon timeframe of Contractor's receipt of the County's notice. Payment shall not be issued for any milestone that is rejected. The County reserves the right to suspend all Work being performed under the Agreement, except those Services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for Acceptance.

ARTICLE 26. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees (Contractor-appointed legal representatives only) and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement related to gross negligence or willful misconduct of the Contractor or its employees, agents, servants, partners principals or subcontractors, but only to the extent that such liability, losses or damages are not the result, in whole or in part, of negligence or acts or omissions on the part of the County or its officers, employees, agents or instrumentalities. The Contractor shall pay and/or settle all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, and will inform County of the main decisions taken in the defense of any such claims, suits or actions. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding the generality of the foregoing and except as set forth under Article 62C, the Contractor's entire liability and responsibility for any and all claims, damages or losses arising from or in connection with this Agreement (including but not limited to its indemnification obligations hereunder) shall be strictly limited to the total amount of the Contract, even if Contractor is advised of the possibility of such claims, damages or losses. Except as set forth under Article 62C, neither Party shall be liable to the other Party for any incidental, indirect, punitive, special or consequential damages, including loss of profits, loss of business revenue, failure to realize anticipated savings, business interruption, loss of goodwill or business opportunities, loss of data or information of any kind, losses or damages suffered by any third party, even if a Party has been advised of the possibility thereof and regardless of the nature of the act or omission causing such damages.

Contractor shall furnish to the Miami-Dade County, Risk Management Division 111 NW 1st Street, 13th Floor, Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. (Work performed in Florida, if/when applicable)

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate not to exclude Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Errors & Omissions Liability Insurance in an amount not less than $1,000,000 per claim.

E. Cyber Liability Insurance in an amount not less than $1,000,000 per claim.

All insurance shall be written on an occurrence basis. Professional and Cyber liability may be written on a claims-made basis. Any applicable retroactive dates shall precede agreement date.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1ST STREET, SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of award by the County. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract after a thirty (30) day period after the expiration of insurance, until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 27. MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, acting reasonably, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. Subject to the Limitation of Liability provision found in this Contract, the Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.

C. The Contractor always agrees that it will employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion and acting reasonably, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.

E. The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 28. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

During the Term and for a period of two (2) years thereafter, County will not directly recruit or offer employment to any officers, agents, representatives or employees of Contractor that directly perform any Work for the County, without the prior written consent of the Contractor. This clause does not apply to any Contractor employee answering a general solicitation from the County.

ARTICLE 29. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 30. AUTHORITY OF THE PROJECT MANAGER

A. The Contractor shall be bound by all orders of the Project Manager to perform the Work, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's order.

B. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable. If the Contractor determines the order of the Project Manager results in a change to the Detailed Design Specifications, to Contractor's costs or an adverse impact to the project schedule, the Contractor shall have the right to claim the change(s) as Extra Work, in accordance with the provisions of Article 20, *Extra Work/Change Requests*.

C. The Contractor must seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the provisions of Article 31, *Dispute Resolution Procedure*.

ARTICLE 31. DISPUTE RESOLUTION PROCEDURE

A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal or the effective date of this Agreement; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. In accordance with Article 30, *Authority of the County Project Manager*, the Contractor shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order, unless such order pertains to claims for damages, compensation and losses disputed by Contractor. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit or arbitration permitted hereunder.**

D. In the event of a dispute that cannot be resolved with the Project Manager, the Parties authorize the DTPW Director or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) Any such dispute shall be brought, if at all, before the DTPW Director within fifteen (15) business days of the failure to resolve the dispute with the Project Manager.

E. The DTPW Director may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the DTPW Director participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the DTPW Director for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the DTPW Director is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The DTPW Director, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

F. After the DTPW Director renders a decision, if the dispute has not been consensually resolved, then either party may commence arbitration proceedings through the American Arbitration Association ("AAA"). Arbitration proceedings shall be commenced by filing a demand for arbitration (a "Demand") in writing with such body and by simultaneously sending a copy of the Demand to the other Party. The arbitration proceedings shall be governed by and decided in accordance with the rules and proceedings of the AAA governing commercial arbitration in effect at the time of the arbitration (the "Rules"), unless the parties shall mutually agree otherwise in writing. The panel selected shall be a balanced panel, consisting of (1) independent and impartial arbitrator selected pursuant to the Rules in the event the total amount of the Dispute is less than $1 million; or (ii) three (3) independent and impartial arbitrators selected pursuant to the Rules in the event the total amount of the dispute is $1 million or more. The arbitration shall be conducted in English in Miami, Florida, provided that the arbitrator(s) may, for the convenience of the parties and without changing the situs of the arbitration proceedings, permit the taking of evidence outside of Miami. The parties may, by mutual written agreement, specify a different location for the arbitration. The award of the arbitrator(s) may be monetary damages and/or an injunction. In no event may the arbitrator(s) issue an award of any form of exemplary or punitive damages. The fees and expenses of the arbitrator(s) shall be shared equally by the parties and advanced by them from time to time as required. The award rendered by the arbitrator(s) shall be final and binding upon the parties, and judgment may be entered by any competent court having jurisdiction thereof. The award of the arbitrator(s) shall be accompanied by a written explanation of the basis for the award. Notwithstanding anything to the contrary provided in this section and without prejudice to the above procedures, any of the parties may apply to any court of competent jurisdiction for injunctive or other non-monetary judicial relief if such action is necessary to avoid irreparable damage.

G. Notwithstanding the foregoing, as related to any relevant statute of limitations or other filing deadlines, Contractor may file a lawsuit or request arbitration prior to exhausting the dispute resolution procedures of this Agreement if necessary to maintain any claims related to the dispute. The parties agree however, that any such lawsuit or arbitration shall be stayed until the completion of the dispute resolution procedures contained in this agreement.

H. This Article will survive the termination or expiration of this Agreement.

ARTICLE 32. MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with

respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 33. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 34. FINANCIAL AUDITS

A. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

B. Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 35. SUBSTITUTION OF PERSONNEL

A. Notwithstanding employment changes outside of the Contractor's control, such as sickness, jury duty, changes in employment status, personal hardship, military deployment, or other material changes, the Contractor agrees to avoid replacing or reassigning any Key Personnel under this Agreement, unless such Key Personnel has requested internal reassignment under Contractor's internal mobility policies or is promoted to a new position. But for the aforementioned employment changes, the Contractor may not substitute any Key Personnel specifically identified in the Appendix A, Schedule 1, as providing services in connection with the Contract without the County's written approval of the substitution and of the replacement employee.

B. In the event the Contractor wishes to substitute Key Personnel, for a reason not related to the accepted conditions stated above, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. In the event of an employment change, the Contractor may assign an interim replacement employee for a period not to exceed thirty (30) days. The Contractor must provide to the County the resume and any other applicable qualifying credentials of the replacement employee. Replacement employee must possess equal or superior skills, qualifications, and experience as the employee being replaced. The County reserves the right to conduct interviews, check references, or use any other means the County deems appropriate.

C. Effective the date of the County's receipt of the substitution request, the County shall have five (5) business days to review the resume and credentials of the replacement employee and issue a written approval or statement of non-qualification. If the County does not issue a response to the request for a replacement within the time limits set forth, the Contractor's proposed replacement shall become effective ten (10) business days after the County's receipt of the request. All costs associated with the substitution of personnel shall be borne by the Contractor.

ARTICLE 36. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the

same or any part thereof without the prior written consent of the County.

Similarly, County shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Contractor. If County commits a breach of this obligation, Contractor may, acting reasonably, unilaterally change any of the terms and conditions of this Agreement, or, should a competitor of the Contractor (as determined by Contractor in its reasonable discretion) be involved as an assignee or transferee hereunder, unilaterally terminate this Agreement.

ARTICLE 37. SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Work performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

C. Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

E. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

F. This Article only applies to Subcontractors for Services and not the Licensed Software.

ARTICLE 38. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent speculative predictions of future events the County makes no representations or guarantees; the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 39. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 40. TERMINATION AND SUSPENSION OF WORK

A. This Agreement may be terminated for cause by the County for reasons including, but not limited to the Contractor commits an Event of Default (as defined below in Article 41) and fails to cure said Event of Default.

B. This Agreement may be terminated for cause by the Contractor for any material breach by County and fails to cure with thirty (30) days after notice is given to County to effect such cure.

C. County also may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

D. If County terminates this Agreement for cause under Article 40 (C) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorney's fees.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

F. This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County. If the County terminates this Contract under this Paragraph, all fees properly due, but not paid, and all previously paid subscription fees (both used and unused) for the current payment period shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for Services must be paid in full before the termination becomes effective.

G. In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice (the "Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   v. take no action which will increase the amounts payable by the County under this Agreement.

   vi. at a cost not to exceed $500 (except in the event of termination for cause, in which case no cost shall apply) to the County and within fifteen (15) days of such request by the County, make available to the County, any and all County data and documents contained in the Licensed Software in a format agreed to by the parties, except to the extent such data and documents are directly extractable by County from the Licensed Software, in which case Contractor shall provide all instructions and reasonable assistance as may be required. The request from the County shall be made within ninety (90) days of the termination. After ninety (90) days, all County data and document shall be destroyed.

H. In the event that the County exercises its right to terminate this Agreement for cause, the Contractor will be compensated as stated in the payment Articles herein for the:

   i. portion of the Work completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

I. All compensation pursuant to this Article are subject to audit.

J. In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement.

ARTICLE 41. EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables, Solution, Work, Updates or Upgrades on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Work;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties or certifications stated herein; or.

viii. data breach

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation and/or material breach of this Agreement; and

ii. resort to any remedy for breach provided herein or at law.

ARTICLE 42. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured: (1) immediately, if the default is of the type that needs to be cured on an emergency basis as deemed by the County, or; (2) if not emergency type of default, within a thirty (30) day period. If the condition for default is not cured within the time limit set forth, this Agreement with the County may be terminated. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 43. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to a refund of any prepaid, but unused fees.

The Contractor shall also remain liable for any liabilities, damages, and claims related to the Contractor's default. The County may also

bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 44. PATENT AND COPYRIGHT INDEMNIFICATION

A. Neither the actions of the Contractor nor the Licensed Software shall infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work and Contractor shall indemnify, hold harmless and defend County against any infringement claims in accordance with the parame ters of Article 4, Appendix C1, HASTUS License Agreement.

B. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

C. The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

D. In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

E. The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable or Solution hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable or Solution that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 45. CONFIDENTIALITY

A. All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute County Confidential Information and may not, without the prior written consent of the County or expressly agreed upon in this Contract, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered County Confidential Information and shall be subject to all the requirements stated herein. Except as expressly agreed upon in this Contract, neither the Contractor nor its employees, agents, Subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such County Confidential Information without the prior written consent of the County.

B. The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such County Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the County Confidential Information.

C. In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services

performed hereunder, the Contractor shall immediately turn over to the County all such County Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

D. Contractor Confidential Information shall mean (i) the Licensed Software and all related Documentation made available to County by Contractor, (ii) any specifications (and their implementation in the Licensed Software), and (iii) any information or documentation provided by the Contractor that falls into an exception of the Florida Public Records law.

E. Notwithstanding the foregoing, Contractor Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the County; (ii) was in the County's possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the County's further use or disclosure; or (iii) is independently developed by the County without use of the disclosing Party's Confidential Information. For purposes of clarity, Confidential Information shall mean information in any median including hard copy, electronically stored or stored in any other means or manner.

F. The County shall maintain Confidential Information of the Contractor with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but nc less than reasonable care under the circumstances. The County shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the Contractor of which the receiving party becomes aware.

G. The County shall not use Confidential Information of the Contractor for any purpose other than in furtherance of this Agreement and the activities described herein. The County may disclose Confidential Information of the Contractor only to those persons who have a need to know such Confidential Information (including County's authorized users to the extent necessary to enable them to use the Licensed Software as intended) and shall make commercially reasonable efforts to have such persons respect the confidentiality of the Confidential Information.

ARTICLE 46. PROPRIETARY INFORMATION

A. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

B. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

C. During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software") except to the extent required to fulfil its obligations hereunder. All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all third-party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

D. The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 47. PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County,

even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

B. The Contractor collects data from clients and third parties in the course of delivering the Licensed Software (the "County Data"). The Contractor and Contractor's Affiliates aggregates the County Data that it collects from clients (the "Aggregated Data") to perform market analysis and to improve the Licensed Software and Affiliate products (the "Data Purpose"). County authorizes Contractor and Contractor's Affiliates to incorporate any County Data obtained in providing the Licensed Software to the County into the Aggregate Data, as long as the County Data and Aggregate Data are both in a de-identified and anonymized form, and provided further that: (i) no confidential information (including the identity of the County or its suppliers, or County's employees) will be disclosed by Contractor and Contractor's Affiliates or be otherwise used or processed by Contractor and Contractor's Affiliates in a manner that enables the identity of County to be deduced or extracted; and (ii) the County Data shall be used exclusively for the incorporation into the Aggregate Data, which shall be used exclusively for the Data Purpose.

ARTICLE 48. PUBLIC RECORDS DISCLOSURES

A. The Parties recognize that the Licensed Software and Documentation (and all intellectual property rights therein) are the exclusive property of the Contractor. The Parties further recognize that the Licensed Software and Documentation constitute "trade secrets" of the Contractor as this term is defined under Section 812.081 of the Florida Statutes, and that they shall be considered exempt from disclosure under Chapter 119, Public Records Law.

B. In the event of a request to access public records requiring County to disclose any part of the Licensed Software and/or the Documentation, County undertakes to promptly notify the Contractor prior to any such disclosure in order to enable Contractor to exercise its rights under applicable laws and take such actions the Contractor deems necessary to prevent such disclosure.

C. In the event that the Contractor elects to prevent disclosure of the Licensed Software and Documentation in accordance with the preceding paragraph, the Contractor agrees, at its sole charge, to indemnify and defend County against any claim, suit, proceeding, cost and expense (including reasonable legal fees) engaged or suffered by County as a result of any claim against County for the failure to make disclosures required under Chapter 119, Public Records Law.

D. For clarity, Contractor does not seek to prevent disclosures of any data, databases, files, reports, or any information of any kind, that is under the custody of County and that County has imported or extracted from the Licensed Software or its use thereof.

ARTICLE 49. SMALL BUSINESS ENTERPRISE

The Parties agree that there is no Small Business Enterprise participation goal requirement in this Agreement.

ARTICLE 50. VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**

- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

  The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at https://supplier.miamidade.gov.

B. Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 51. COUNTY USER ACCESS PROGRAM (UAP)

A. User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

B. Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 41, *Event of Default*, of this Contract.

ARTICLE 52. INSPECTOR GENERAL REVIEWS

A. Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon prior reasonable written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

B. Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total contract amount which cost shall be included in the total contract amount. The

audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all Supplemental Agreements and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed Supplemental Agreements to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, Supplemental Agreement estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 53. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 54. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

Contractor's compliance with Accessibility standards shall be in accordance with Contractor's Voluntary Product Accessibility Template (VPAT), as amended by Contractor from time to time.

ARTICLE 55. CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 56. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way other than in furtherance with the Work performed by Contractor with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

C. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any Work, Solution or Service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 57. BANKRUPTCY

The County may terminate this contract for cause, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation

proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 58. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 59. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. The Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

For purposes of compliance with the immediately preceding paragraph, the County acknowledges and represents the following:

i A "vacancy arising under a County contract" shall mean a position that meets the following criteria: (1) the position is created and necessary because the County and Contractor have entered into this Agreement (i.e., but for such Agreement, no such position would have been created); (2) the position would require performance by a person within the physical boundaries of Miami-Dade County, Florida; and (3) the parties specifically identify the position along with the applicability of the requirements in this Article.

ii Reports shall only be required for those quarters where a vacancy arising under this Agreement occurs, and reported information shall be limited to that permitted by applicable laws.

iii In no event shall this Article be construed to require the Contractor to create a position where the Contractor would not have a business need for such position.

iv The determination of whether a particular candidate is suitable is solely within the Contractor's reasonable discretion.

ARTICLE 60. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 61. FORCE MAJEURE

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are non-exclusive list of causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 62. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

Contractor represents that the project team that will be performing the services contemplated hereunder is located in Canada, therefore the use of the E-Verify System to verify work authorization status of all newly hired employees in compliance with the requirements below is not required. If Contractor violates this Section 63, County may immediately terminate this Agreement for cause.

ARTICLE 63. DISCLAIMERS AND LIMITATIONS

A. Contractor internet disclaimer. Contractor does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the county's connections to the internet (or portions thereof). Although Contractor will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Contractor cannot guarantee that such events will not occur. Accordingly, Contractor disclaims any and all liability resulting from or related to such events. except for the warranties specifically and expressly made herein, Contractor makes no warranties either express or implied, including without limitation, warranties of merchantability or warranties of fitness, and all such warranties are disclaimed.

B. Roadmap disclaimer. The County agrees that it's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by the Contractor regarding future functionality or features.

C. Limitation of liability. Except for breach of confidentiality, breach of IP infringement, gross negligence or willful misconduct, for any one or more breaches of this Contract or defaults hereunder, the entire aggregate liability of the party in breach or default, and the exclusive remedy of the other party, shall be payment of the actual damages proximately caused by such breach or default, which shall not exceed the total amount of the Contract. Except for breach of confidentiality, IP infringement, gross negligence or willful misconduct, in no event shall either party be liable for any special, indirect, incidental, consequential or exemplary damages, losses, or expenses including, without limitation, lost profits, loss of business revenue, failure to realize expected savings, business

interruption, loss of goodwill or business opportunities, loss of data or information of any kind, losses or damages suffered by any third party, even if a Party has been advised of the possibility thereof and regardless of the nature of the act or omission causing such damages, or any other commercial or economic loss of any kind arising out of or related to this contract. These limitations on the liability of either party shall apply to all causes of action that either party may have against the other, irrespective of the nature of the cause of action underlying a claim, demand or action, including, without limitation, whether it sounds in contract or tort.

ARTICLE 64. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 65. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S.

ARTICLE 66. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date shown on the first page of the Agreement.

GIRO Inc./Le Groupe en Informatique et Recherche Opérationnelle

By: Renée Touzin Signature numérique de Renée Touzin Date : 2025.05.29 11:28:11 -04'00'
For

Name: Renée Touzin

Title: President

Date: May 29, 2025

Attest: Constantina Siatras
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE INC. GIRO INC 1979

COMMISSAIRE À L'ASSERMENTATION POUR LE QUÉBEC ET POUR L'EXTÉRIEUR DU QUÉBEC CONSTANTINA SIATRAS 215 315

Miami-Dade County

By: _____
For

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

CONTRACT NO. EVN0000390
FIXED ROUTE SCHEDULING SOFTWARE

SCOPE OF SERVICES

MIAMI-DADE COUNTY:
Department of Transportation and Public Works

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Attachments:
Schedule 1 Contractor's Proposal, a full and integral part of this Appendix A

1.0 Definitions

a) The words “Adoption Period” to mean the period of time, following System Acceptance, during which the Contractor provides those Services outlined in greater detail in Appendix A.

b) The term “Final Acceptance” to mean the County’s written notice that all Work has been completed and the Solution, including all components, has successfully achieved System Acceptance and completed the Adoption Periods for the Department of Transportation of Public Works (DTPW) and Information Technology Department (ITD), and is operating in conformance with the Scope of Services.

c) The word “Customization” to mean any modification/development/scripting of the code of the Licensed Software which is required to achieve System Acceptance, that cannot be accomplished via a configuration, and which requires the action of the Contractor to complete.

d) The word “Releases” to mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.

e) The Words “System Acceptance” to mean the date on which the County accepts the Licensed Software upon successful completion of User Acceptance Testing for each module. System Acceptance shall be tied to the payment milestone.

f) The words “Licensed Software” or “Software” to mean the commercially available programs, programming language, and data, including Third Party Licenses, licensed by the Contractor to the County, in accordance with Appendix C1, *HASTUS License Agreement*.

g) The word “Maintenance” to mean the Defects diagnosis and correction services provided by Contractor to County to keep the Licensed Software in satisfactory working condition in accordance with Appendix C2, HASTUS Maintenance and Support Contract.

h) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

i) The words “Project Plan” to mean the Initial Project plan and all subsequent updates, as amended from time to time by the Parties.

j) The words "Scope of Services" to mean the document appended hereto as Appendix A, including any schedule(s), which details the Work to be performed by the Contractor.

k) The word “Services” to mean project management, timeline, configuration, implementation, training, Maintenance and Technical Support Services required to be done by the Contractor.

l) The words "Technical Support Services" to mean those services outlined in Appendix C2, HASTUS Maintenance and Support Contract, which the Contractor provides to the County in order to ensure optimal operation of the Licensed Software.

m) The words “Third Party License(s)” to mean any Licensed Software, whether offered as a software as a service or alternative licensing methodology, manufactured by a party other than the Contractor which is required for the Solution to perform in accordance with the Scope of Services. Third Party Licenses may include Solution components that are fully integrated (i.e. not identifiable by a User as a separate license) or Solution components that readily identifiable as provided by a party other than the Contractor.

n) The words "Third Party Users” to mean those individuals or entities authorized by the County to perform services, access the Solution, review information, and make inquiries. Third Party Users include the County’s consultants, lawyers, designers, owners, vendors, contractors, subcontractors, and part-time or temporary workers. Any such Third-Party User shall fall under the definition of “Authorized Contractor” under Appendix C1 – HASTUS License Agreement, and shall be required to comply with the parameters applicable to them therein.

o) The term “Training” to mean those services as greater detailed in Section 2.4 of the Contractor’s Proposal, provided by the Contractor to instruct the County on the proper Use of the Solution, which must be successfully completed to achieve Final Acceptance.

p) The word "Updates" to mean periodic maintenance releases of the Licensed Software consisting in correct of Defects without enhancements, added functionalities or new features.

q) The word "Upgrades" to mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.

r) The term “User” to mean a user of the Solution to include DTPW and ITD and any Third-Party Users.

s) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

1.1 Background

Department of Transportation and Public Works (DTPW) is the public transit provider for unincorporated Miami Dade County (population 2.7 million and 2.4 million square miles) and surrounding areas. DTPW provides transit service via bus, heavy rail (known as the Metrorail), automated people mover (known as the MetroMover), and other transportation and mobility services to the public, including individuals with disabilities and seniors. The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices.

The table below outlines the fleet schedule, including number of vehicles, operated by DTPW which will be serviced via the Software.

Table of Peak Vehicle Requirements November 2021

LOCATIONS	WEEKDAY					WEEKEND	
	AM PEAK 6:00a-9:00a	BASE 11:00a-1:00p	PM PEAK 3:30p-6:30p	NIGHT	OWL	SAT PEAK	SUN PEAK
BUS GARAGES							
Central	198	151	215	65	7	123	101
Coral Way	195	101	205	33	8	74	66
Northeast	180	100	194	33	6	74	66
TOTAL	**573**	352	**614**	131	21	**271**	**233**
Contracted	48	34	47	0	2	26	23
BUS TOTAL:	**621**	386	**661**	131	23	**297**	**256**
METROMOVER							
TOTAL CAR:	**16**	**16**	**16**	**16**		**19**	**19**
RAIL DIVISION							
Green	48	32	48	20		20	20
Orange	36	24	32	16		16	16
TOTAL CARS:	**84**	**56**	**80**	**36**		**36**	**36**

Note: In addition to the Fleet scheduled above, DTPW is in the process of putting Municipality trollies trips into the scheduling software so that they are included in the GTFS file.

1.2 Software Functionality

The Contractor shall provide a Software with the following functionalities.

1.3 General

A. Cut, copy, and paste, undo/redo functionality in all schedule modules (trip building, blocking, runcutting)
B. Have GIS, Mapping Functionality and Geocoding
C. Have validations and warnings to alert of data integrity, errors, and/or omissions such as place capacity violations, Rail track conflicts, illegal runs and illegal rosters, etc.
D. Ability to easily build conflict free Rail timetables.
E. Ability to maintain a calendar of schedules in production.
F. Ability to be able to export feeds in multiple formats including, but not limited to, General Transit Feed Specifications (GTFS), XML, comma delimited, and text.
G. Displaying time units in AM/PM and military (24-hour) time.
H. Include tools to select objects based on characteristics.
I. The ability to sort and filter on columns.
J. Have Rail yard balancing tool.
K. Add and/or integrate additional features or enhancements as technology progresses, needs are identified, or funds become available.
L. Have configurable lists to include options to print and export the content of the list (into Excel format for example)
N. Have configurable lists with the ability to show lists related to a primary list. For instance, a list of runs with a related list of trips.
O. The ability to maintain notes/comments and address them to drivers, schedulers, and/or the public such, but not limited to timepoints or trip.
P. Capability to operate separate simultaneous database environment to support training and/or testing. needs.
Q. Ability to have Bus Stop Functionality including but not limited to (stop definitions, stop locations, stop distances, supplemental stop data, etc.)
R. Capability to import ridership data.
S. Capability to import Automatic Passenger Counters (APC) and Automatic Vehicle Location (AVL) data.
T. Have an analysis tool that will recommend runtimes and minimum layover.
U. Ability to store historical bus stop records.

1.4 Data Organization and Functionality

A. Rapidly copy/paste signup period scheduling data (patterns, running times, trips and blocks, runs and rosters)
B. Rapidly switch between signup period schedules to compare.
C. Rapidly “Save as” of blocking and run-cutting for versioning and scenario analysis.
D. Quickly view multiple routes timetables at the same time and to be able to review and modify trips in this screen.
E. Create, maintain and manage multiple numbers of schedule databases for handling current, previous, future and simulation types of schedules.
F. Migrate all current online scheduling system data into the new system.
G. Have clear organization of data.
H. Drill down to details of trips, blocks, and runs with a click of the mouse.
I. Create and compare cost/labor scenarios quickly.

1.5 Revenue and Non-Revenue Running time

A. Allow for different running times and dwell times between time points by direction, time of day, day of week, route/line.
B. Automatically have runtimes “smoothed” between time periods.
C. Be capable of computing non-revenue/deadhead trips by time of day and day of week.

D. Route running time in seconds.
E. View average speed of route running time and non-revenue deadheads.
F. Non-revenue service (pull/deadhead) analysis (including new depot locations)

1.6 Trip Building-Scheduling

A. Create Routes and Trip Patterns including but not limited to (distances, running times, route definitions, pattern traces, etc.)
B. Build trips and automatically synchronize return trips using user defined minimum layover.
C. To calculate trip frequency based on a specified number of vehicles.
D. Calculate trips based on user-specified headways.
E. Calculate running time between any pair of timing points.
F. Create trips manually.
G. Quickly cut trips from one route block and paste onto a block that contains another route.
H. Copy/paste trips and blocks from one schedule into another.
I. Shift trips at timing points.
J. Assign Destination Sign by pattern.
K. Modify selected trips, for instance to change the origin, the destination, the running time, and the trip pattern.
L. Identify trips within the software structure to denote revenue, non-revenue, and opportunity trips.

1.7 Automatic Blocking

A. Have auto blocking features that optimize vehicle blocks by considering advanced rules that penalize, forbid, or encourage. An example would be a rule that forbids the interlining of a specific route but allowing the interlining of other routes.
B. In autoblocking to permit trip shifting to reduce vehicles.
C. Automatically generate blocking scenarios to achieve optimized vehicle blocking solutions.
D. Allow users to freeze certain blocks manually so that the automated blocking process will not change them.
E. Have advanced features that help identify interlining opportunities between different routes/lines at common terminals without manual intervention.
F. Automatically renumber blocks based on user-specified sorting order and criteria.
G. Link trips at different terminals to reduce vehicles.
H. Apply specified minimum/maximum layovers when autoblocking at global, at trips start at trip end, by place, by route, by schedule type, by time of day, and by combinations of these, and as a fixed value or as a percentage.
I. Specify desired number of total vehicles with which to block the schedule.
J. Assign vehicle types to routes and blocks.
K. Create blocks considering electric bus requirements with their additional layer of complexity to scheduling due to the necessity to consider vehicle range, charging locations, and charging durations.
L. Create, delete, and modify deadhead trips automatically.
M. Display blocking graphically on a horizontal time scale and display information such as times at time points.

1.8 Automatic Runcutting

A. Automatic runcutting that utilizes an advanced algorithm to create cost efficient and legal runcuts that are equal to or better than DTPW's current runcuts.
B. Have advanced rule writing capabilities for the automatic runcut that can encourage certain preferences as well as forbid undesirable outcomes. An example would be a rule encouraging a specific operator relief location versus another that is not as desirable.
C. Create and run multiple crew schedules at the same time, with multiple variations of work rules so that the best solution can be implemented.
D. Target maximum number of total operators desired and ratio of specific run types.
E. Cut, copy/paste runs from one runcut into another.
F. Define different types of reliefs (on-street, pull-out/into garage, car relief)
G. Automatically build travel time into run assignments based on relief point, which may include scheduled bus and rail trips.
H. Freeze certain runs manually so that the automatic runcut does not change them.

I. Automatically renumber runs based on user-specified sorting order and criteria.
J. Schedule crew “drop backs”, either single or double for Rail automatic runcutting
K. Schedule automated batch jobs.
L. Improve solutions feature with the ability to do a quick partial runcut/rebuild.
M. Add a trip or blocks of trips to a crew schedule that the improve solutions can quickly produce a solution.
N. Optimize reliefs in layover to reduce cost.
O. Manually edit automatic runcuts.
P. Compare/evaluate multiple runcut solutions on a single screen.
Q. Modify trips and blocks from within the runcut.
R. Schedule coupling and uncoupling of trains for **Rail** schedules.

1.9 Rostering

A. Have a fully automated rostering system.
B. Rostering module rules and parameters that produce quality legal solutions.
C. Define rules and parameters such as, but not limited to, minimum rest time and consecutive days off.
D. Optimize rosters while in compliance with DTPW hard and soft rules, and government regulations.
E. Automatically renumber rosters based on user-specified sorting order and criteria.
F. Create both four-day and five-day work weeks.

1.10 Rules and Parameters

A. Configure via rules and parameters in compliance with DTPW rules/regulations and union contract provisions (hard and soft rules) including but not limited to (min/max work time, percentage ratios, spread times, spread premiums, report times, travel times, overtime and guarantees.
B. Create and make changes to numerous rules and parameters.
C. Rapidly “Save as” rules and parameters.
D. Store and easily view numerous rules and parameters.

1.11 Reporting & Postproduction

A. Export and report comparative Crew and Vehicle schedule statistics that can be broken down for reporting and analysis.
B. Export and report data with date range capability.
C. Report total number of scheduled vehicles.
D. Replicate current reports used at DTPW Scheduling department, including but not limited to Operator Bid Report, Lineup Indicators, Omnibus Report, Rotary/Headway Report, Summary of Runs, Wait & Travel, Disposition Sheets, Fringe Breakdown, Yard Utility, Instruction Card, and Paddles.
E. Report miles and hours of revenue and non-revenue trips.
F. Report the number of trips.
G. Create additional custom reports using standard database access tools (if applicable)
H. Readily usable and well documented report interfaces.
I. Export all reports into MS Excel, CSV, PDF, HTML and XML format.
J. Reports generated to be fully modifiable and configurable by DTPW staff.
K. Related reports can be grouped together within a menu structure for ease of use.
L. Users may construct and save customized queries in the form of screens, forms, or reports.
M. Ability to include an unlimited number of user-defined fields in reports.
N. Lock and unlock schedules by users (controlled by user level security)
O. Compare schedule feature that automatically highlights any trips that are different between two schedules.
P. Allow reporting from a separate database so as not affect application performance.
Q. Ability to create ad-hoc reports.
A. Ability to create visual presentation.
B. Report of travel time comparison.
C. Report of costing features.
D. Schedule statistics features (i.e., number of buses by time of day, number of trips and revenue hours including all potential recovery time)
A. Include infographics/KPIs that quickly display costing information, fleet requirements, etc.

B. Easily generate reports, maps, and graphics.
C. Capable of comparing different statistics between proposed and current scenarios such as demographics information (uploaded census data)
D. Public outreach tools using web-based to present the proposed vs current scenarios.
E. Ability to generate Title VI reports from uploaded census data, and ability to compare routes and networks
F. Ability to extrapolate reporting for business intelligence tools

1.12 Planning

General

A. Undo/redo functionality.
B. Create various service scenarios for either individual routes and/or service areas or entire networks. This includes route design and overall service levels.
C. Be capable of analyzing ridership data from Automatic Passenger Counters (APC) to determine capacity needs to better service demand levels and impact between versions based on the loaded origin and destination data set.
D. Capability to denote bus stops required for Automatic Vehicle Announcements (AVA) by trip pattern.

Timetabling

A. Adjust and create timetables including the ability to modify routes/lines and evaluate impacts.
B. Trip building and blocking features using optimization functions.
C. Create timetables that minimize customer wait time.
D. Calculate vehicle counts by time of day.

Mapping

A. Current, interactive basemap with aerial view, drag and drop to draw new and/or modify routes and stops.
B. To zoom in/out and pan quickly on the basemap without delay.
C. Have GTFS capabilities including the ability to import and export.
D. Be compatible with shapefiles (ability to import/export), with the user-friendly ability of importing/viewing/analyzing census block data. This data is auto generated within the basemap and updated as necessary.
E. Import any field related work in real-time to update bus stop inventory.
F. Include information regarding bus bay capacity at terminals in the bus stop inventory database.
G. Integrate with County's publicly-available street network, boundaries and common places layers, and postal address validation services.

On-Demand

A. On-Demand planning features and capabilities to determine projected ridership and number of vehicles needed based on service area and response time.

1.13 Data Requirements

A. Software shall be provided as on-premise solution.
B. The Contractor shall provide requirements for a testing environment where County staff has the ability to test functionality and/or modifications without altering or affecting the production environment's data and/or state. These requirements will be documented in the Technical Architecture Document.
C. Includes all services necessary to maintain and make available for daily use fix route/demand response scheduling software back-office system.
D. The Software components that are virtualized or web-based applications shall support multiple browsers and include updates to ensure compatibility with new browser versions
E. The Software should use a robust database engine and utilize current database platform versions and security updates.
F. Software data should allow for export to external sources in common file formats, such as web services, comma delimited, etc., for data mining and/or visualization.

G. The Software should provide a reporting and analysis tools to allow for rapid access to current and historical data for common/recurring operational reports and the development of ad hoc reports.
H. Commuter/fixed route data to be GTFS compatible and open source is preferred.
I. Capacity to integrate third-party data.

1.14 Interfaces

County requires all work to be completed prior to System Acceptance so that adequate testing can be performed to validate the interface.

The Software shall provide interfaces to various third party and internal County system. All data derived from the Solution shall be made available via Application Programming Interface (API). Contractor should conduct a thorough review / assessment of all interfaces to be provided. A County-developed middleware maybe utilized via APIs to consume and transfer data as appropriate.

Interfaces shall comply with Section 3.3 of the Contractor's Proposal, hereby attached as Schedule 1.

Noted below are the definitions of application interfaces required for the Software

The column heading **"Mode"** describes the direction of the interface between the Software and the external system:

Two-way / Query: Signifies an interface with a request transaction which receives a data response from the queried system.
One-way / Application: Signifies a unidirectional interface between systems in which data is pushed from the system to the Software.

Application	Description	Mode
Trapeze OPS	Dispatch Workforce Management ▪ Flat file containing line-up/sign-up/service pick, and/or route modifications on a one or multiple route basis at the completion or modification of the service schedule	One-way
Bus Stop Maintenance	County GIS/geospatial application for bus stop inventory management • Flat file containing bus stop attribute information originating in County GIS/geospatial application or in HASTUS bus stop module	Two-way
GIS	County GIS/geospatial application layers provided below, but not limited to: ▪ County Geofile ▪ All County layers & boundaries ▪ Street network ▪ Common places ▪ Postal Address Validation	One-way
Customer Relationship Management	County Customer Relationship Management solution • Flat file containing route, run, block, trip, and vehicle information for matching customer feedbacks to relevant schedule.	One-way
APC	Automatic Passenger Counter (APC) • Flat file containing route ridership data attributes for service planning and route modification.	One-way
CAD/AVL	Computer Aided Dispatch/Automated Vehicle Location • Flat file containing entire line-up/service pick information for integration in accordance to	One-way

	established implementation schedule, which is six weeks prior to line-up/service pick start date	

1.15 Training

The Contractor shall:

A. Submit training curriculum, schedule and documentation for review and approval by DTPW in advance.
B. Coordinate all training with the County with regard to dates/times
C. Conduct training onsite at County designated location.
D. Perform training for the operation, configuration, and administration of the new Software.
E. Provide technical training County employees responsible for the operation, maintenance, repair, integration, and configuration of the Software, prior to the implementation.
F. Provide detailed documentation, such as user manuals, technical procedures, training documents, FAQs, maintenance and support procedures etc., both hard and electronic copies prior to implementation.
G. Additional training shall be made available via on-line videos or updated documentation on an ongoing basis throughout the term of the contract.

Initial Identified County Staff to be trained:

Department of Transit and Public Works Scheduling and Planning Divisions (User)	Information Technology Department (User/Technical)	TOTAL
15	5	20

1.16 Ongoing Training

During the life of the resulting Contract, the County may require additional training hours/sessions for new users or as a refresh. Contractor shall provide prices per hour, per diem, and on-site or remotely sessions. The Contractor will provide County with five (5) training days annually, as part of Contractor's Maintenance and Support Services. These days will expire at the end of each maintenance year and will not carry over. Any expenses for on-site training shall be pre-approved by County and invoiced separately. For additional training beyond this annual allocation, the Contractor will provide applicable fees and expenses upon request by County.

The Contractor shall provide the following:

- Recommended training materials and videos
- Training on soft skills and best practices for coaching.
- Access to a web-based knowledge base for self-support on Software utilization and best practices.

1.17 Technical Support Services and Communication

Upon System Acceptance, the Contractor shall be responsible for providing Technical Support Services to ensure optimal performance of the Licensed Software, including all components, throughout the remaining term of the Agreement, including any optional renewal periods, in accordance with the terms of Appendix C2, HASTUS Maintenance and Support Contract.

In conjunction with live telephone support the County prefers the Contractor shall provide an electronic helpdesk ticketing system to allow authorized County staff to submit incidents and service requests electronically.

The Contractor shall have the ability to do the following:

A. Log all calls received.
B. Track all calls throughout the process until the Solution or information is relayed back to the customer.

C. Give every call a unique number for tracking purposes, preferably a "ticket #".
D. Produce a report of all outstanding County tickets in a given time period.
E. Produce a report of all closed tickets in a given time period.
F. Ability to view all tickets and ability to search all tickets by any field
G. Track all work requests, complaints, and informative calls.
H. Support copy and paste with other Windows applications.
I. Assign authorized County staff to access the issue tracking system.
J. Track resolution time to severity level.

All support and maintenance requests are acknowledged and automatically assigned a priority ranking established by its impact and urgency, per this matrix:

	IMPACT		
URGENCY	**BLOCKING**	**DEGRADED**	**LIMITED / NOT AFFECTED**
Urgent	P1	P2	P3
Normal	P2	P3	P4
Minor	P3	P4	P4

Impact is based on the usability of the software:
- Blocking: Means that the software as a whole or a critical function within it is unusable.
- Degraded: Means that a function or a part of the software is unusable.
- Limited/Not affected: Results are incorrect, incomplete or incoherent, but the software is usable.

Urgency is based on the immediacy of the impact:
- Urgent: Business operations are immediately disrupted.
- Normal: Could have an impact on business operations at some point in the future.
- Minor: Negligeable or no impact on business operations.

This results in a total of four priority levels for Defects, each level being subject to a specific response time and resolution time, forming the service levels set forth under Appendix C2, HASTUS Maintenance and Support Contract.

The County prefers an electronic support request ticketing system with the ability to add attachments, which will be in addition to the help line outlined above that is live person answered (an IVR system may not have greater than 1 selection to reach the live person). Additionally, the County prefers, at a minimum, a weekly report of all outstanding, open service tickets and a reporting tool that enables customized reporting. Such reports may include and be searchable by:

A. Ticket number
B. Location or site
C. Date/time opened
D. Date/time of initial vendor response
E. Date/time closed (if applicable)
F. Opened by Username
G. Division or Business unit (as defined by the County)
H. Severity level
I. Brief description of issue
J. Agency point of contact/lead
K. Vendor assigned point of contact
L. Date/time of resolution
M. Description of resolution

1.18 Software Maintenance

Upon System Acceptance, the Contractor shall provide Maintenance Services to the County throughout the remaining term of the Agreement, including any optional extension or renewal periods, in accordance with the terms of Appendix C2, HASTUS

Maintenance and Support Contract.

At a minimum, Maintenance Services should include Updates and Upgrades to the Licensed Software. Such Updates shall include correction of substantial defects, fixes of any minor bugs, any fixes due to any conflicts with mandatory operating Licensed Software security patches, enhancement to Licensed Software functionality, as well as Upgrades to new version Releases and must maintain compatibility with all Customizations and interfaces. The Contractor shall provide guidance of installation of new Licensed Software Releases and confirm Licensed Software compatibility for security patches and/or operating system upgrades.

All Maintenance Services as outlined below shall be provided for the Licensed Software in its entirety, including any modifications or Customizations, including interfaces, to the Licensed Software:

1. All Licensed Software must be of the most recent release and all Licensed Software Upgrades issued by the Contractor must be available to the County at no additional charge. Upgrades are made available every two years after Final Acceptance of the Licensed Software, ensuring the system remains current and aligned with evolving requirements.

2. Access to the Licensed Software should be designed in such a manner where an Upgrade or change to the Licensed Software does not require staff to go to a computer to manually update. If installation is needed on an individual workstation, that Licensed Software should be self-managed and be able to be updated on-demand without interaction from Miami-Dade County ITD staff.

3. Periodic Updates of the Licensed Software may incorporate:
   a) corrections of any substantial defects.
   b) fixes of any minor bugs.
   c) fixes due to any conflicts with mandatory operating Licensed Software security patches.

Additionally, if enhancements and/or modifications to the Licensed Software must be provided as determined by legally mandated requirements, such as amendments to local, state or federal laws, as notified by County from time to time, the Parties agree that this Extra Work shall not be included as part of Maintenance Services. The Parties agree that any such Extra Work shall only be completed in accordance with the procedures of Article 21, Extra Work/Change Requests.

1.19 Security

The Licensed Software must provide support for role-based access controls (RBAC). Appropriate security measures in accordance with the mutually agreed upon Information Technology Security Matrix (Appendix A2), which shall mutually be finalized between the parties as part of the negotiation process pursuant to Section 4.8 of the Solicitation, including password protection to levels prescribed by the County shall be included to prevent unauthorized access or modification to the Licensed Software.

A. The Licensed Software must provide for multiple levels of users to be established and configured (e.g., schedulers, planners, supervisors, managers, administrators, etc.) each having an appropriate level of access, update permissions, parameter setting authority, etc. established by a County administrator.
B. The Licensed Software must support multi-organizational security that will provide organizational segregation of selected data and restrict access to distinct data for different organizational units.
C. The Licensed Software should enable reporting on user actions, including logins. Logging should be configurable by the security administrator. Log entries should be customizable by the security administrator to handle the different requirements of the County but at minimum should contain the user name and ID, date and time.

1.20 Implementation Services

The Contractor shall be responsible for providing implementation services to include planning, design, configuration, customizations, testing, and on-site installation (if applicable) for the Software. For on-premise Software, the County expects the Contractor to install and perform configuration of Software (initial on-site installation only) with County staff on site to allow County personnel to observe, assist with, and document the installation and configuration process. County staff will furnish application and database servers, install server operating system software and implement network configurations (based on specifications provided by the Contractor) to support the Contractor's Software.

The Contractor must perform all implementation services in accordance with applicable laws, ordinances, rules, and regulations. The Contractor should perform any Implementation Services during the course of Contractor's normal business hours (i.e., Monday through Friday: 9:00 a.m. to 5:00 p.m.), with the understanding that production deployment of Software may be conducted at an off-peak date and time to minimize operational impact. Further, the Contractor shall complete all applicable and available Software Updates and patches that may occur during the implementation period and resolve any compatibility issues with other parts of the overall system due to such Updates or patches prior to the County issuing Final Acceptance.

Installation
The Contractor shall provide Technical Architecture Document for hardware and database requirements for the installation of the software. The Contractor shall conduct initial software installation of the modules in coordination with department staff, and ensure each module executes error-free. The installation shall be done on the Department's development environment, and all modules are published in a virtual environment via Citrix. Validation of module installation shall be performed by both contractor and department staff. Modules successfully installed in the development environment are to be promoted to the production environment as ready-to-use.

Configuration
The Contractor shall configure software modules to comply with appendix A1 - DTPW Requirements Matrix document. Screen resolutions should not affect module performance. All reports shall be configured in accordance with the Department's current reporting layouts and collective bargaining agreement (CBA) requirements.

1.21 Schedule

The Contractor agrees that time is of the essence for the performance of each of the Contractor's obligations hereunder. The Contractor shall complete the work in accordance with the approved schedule and provide schedule progress reports, if applicable, in a format acceptable to the County and at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of the work being performed by the Contractor and of the details thereof.

1.22 Project Management and Deliverables

The Contractor will be responsible for project organization and management, throughout the implementation of the Software, to include the various project stages and milestones, change of Scope of Services management, and implementation. The Contractor will develop a comprehensive project plan, and actively manage the responsibilities of their internal management team, and work with County staff as required to complete the Work. The Contractor shall designate a Project Manager(s) who shall be assigned to County for the duration of the Implementation Services. The Project Manager must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the Software's functional requirements outlined in this Scope of Services. The Project Manager(s) shall be responsible for communicating all Work-related affairs to the project team and management of the County, as well as controlling the activities of the Contractor's personnel and its subcontractors. The Contractor shall provide comprehensive documentation throughout the life of the Work. It is imperative that these documents, in particular, the project management plan, provide a comprehensive roadmap for how an organization of this size will implement the Software.

Deliverables for documentation will be expected during implementation services, and should include but are not limited to:

A. Project Management Plan
B. Project Schedule
C. Organizational Chart
D. System Design
E. Organizational Change Management Plan
F. Assessment
G. Reengineering
H. Business Process Re-engineering Plan
I. Validation
J. Requirements Traceability Matrix
K. GAP Analysis
L. Risk Assessment and Management Plan
M. Knowledge Transfer/Training Plan

N. QA Plan/Approach
O. High level QA approach
P. Testing and promotion
Q. System Testing (i.e., integration, conversion, regression, usability)
R. Test Plans/Case Development
S. User Acceptance Testing
T. Data Conversion / Migration Plan
U. Application Configuration / Customizations Specifications (as built)
V. Interface Specs (internal systems)
W. Integration / information exchange specs (external applications)
X. Best Practices and Industry Standards documentation
Y. Workflow design and specs
Z. Hardware/Software Specs

In addition, as part of the planning process for implementation services, the Contractor shall provide change management to assist with organizational transformation, change management and business process re-engineering. An effective implementation incorporates an organizational change management effort to address the various changes taking place with not only the technology, but also the business process and the people-focused changes. The Contractor shall review and interpret County business requirements to articulate the business needs. The scope and magnitude of the Work mandates that change management administration must incorporate a mutually accessible mechanism to document and track all changes to the project, scope and their resulting outcome.

1.23 Data Conversion

The County requires that the Contractor provide the capability to migrate County fixed route scheduling data to the Software based on the mutually agreed Data Conversion / Migration Plan. Fixed route scheduling data is currently stored in a Miami-Dade County on-premise Oracle database. The Contractor shall be responsible for mapping of the data to the database structure of the Software. The Contractor is required to extract, transform and import the data into the Software. Contractor shall address data conversion and migration issues. County staff will consult to answer questions about the data to be loaded into the Software's database. The Contractor shall ensure and provide:

A. Verification that all data records were successfully converted. Have a data integrity tool to validate data accuracy and/or completeness.
B. Have strong audit trails to track data insertion, progression, modification, and/or deletion.
C. Allow for the creation of service shells as services.
D. Allow toggles between screen/modules (keep open/alive) without the need to restart each.
E. Include session logs to assist with application errors/messages/troubleshooting.

1.24 System Testing and Acceptance

The Contractor, in conjunction with County staff, shall be responsible for testing the Software and ensuring proper functionality, prior to System Acceptance. The resultant contract will include a payment milestone schedule with a Final Acceptance milestone dependent in part on the completion of the testing phase, as defined below, and addressing of defects identified during testing. A decision to approve Final Acceptance without meeting the criteria for addressing defects identified below will be at the sole discretion of the County.

Testing activities include but are not limited to:

A. Test plan development by Contractor, for approval by County staff.
B. Contractor must provide a Factory Acceptance Testing (FAT) pass validation report outlining the Software functionality.
C. Creating test scripts for:
    - User Acceptance Testing, by County staff with assistance from Contractor.
    - Software Testing, created by Contractor.
D. Contractor to perform:
    - Software testing.
    - Interfaces testing.

- Integration testing, with assistance from County staff as needed.
- Data Setup and Configuration testing.

E. Infrastructure validation and Software load testing carried out by County with assistance from Contractor's staff, including:
- Performance testing.
- Hardware and network capacity testing.
- Application Load testing.
- Infrastructure redundancy and failover processes testing.

It is the expectation and requirement of the County that the Contractor shall complete testing prior to County User Acceptance Testing ("UAT"). The Contractor shall provide all documentation related to Software testing for County verification prior to UAT. All test results by the Contractor shall be documented and shared with the County, both at individual test case and test summary levels.

The County expects assistance as necessary throughout the testing process from the Contractor in the form of advice, product information, and guidance in relation to the Software in order to ensure that it is able to document and perform its required testing activities effectively and efficiently.

During the UAT period following training, individual acceptance will be performed on each module for functionality and performance by the County users. In addition to the testing of each module listed, Reports and Interfaces should be tested as soon as possible.

Modules to test:

Scheduling:
GEO (i.e maps and stops)
Vehicle (i.e. trips, blocks, autoblocking)
Crew and CrewOPT
Roster

Planning:
ATP
Rider
NetPlan

Ideally step by step instructions shall be provided during training so that the testing will be done in the 3-month proposed test period.

Defects identified during implementation will be categorized as per the criteria described in Appendix C2, HASTUS Maintenance and Support Contract.

System Acceptance

Any defects identified through user acceptance testing (UAT) will be addressed as below:

A. Correction of all Priority 1 and Priority 2 Defects. The System Acceptance date will be the date the County accepts the Licensed Software upon successful completion of UAT.

B. Addressing of Priority 3 and Priority 4 Defects shall be corrected based on Schedule C2, HASTUS Maintenance and Support Contract after System Acceptance

Final Acceptance

Prior to Final Acceptance, the County requires successful completion of the Adoption Period, a period of ninety (90) calendar days of continuous operation without a Priority 1 Defect as defined in this Scope of Services. The occurrence of a Priority 1 Defect within this 90-day period will result in failure to achieve Final Acceptance and the beginning of a new Adoption Period, until Final Acceptance can be reached.

1.25 Post Implementation Support

In order to ensure a smooth transition and minimize complications, the Contractor shall provide Post Implementation Support after System Acceptance, at minimum of ninety (90) calendar days. This Post Implementation Support shall consist of a dedicated project/account manager available to County during County's scheduling team working hours. Heightened support will also be provided to help in resolving issues efficiently.

1.26 Documentation

The Contractor shall provide thorough documentation for the installation and configuration of the Software. The Software documentation should be provided in Microsoft Office and/or PDF format for the County to distribute as needed in compliance with the terms and conditions of Appendix C1, HASTUS License Agreement.

The Contractor should, at no additional charge to the County, provide updated technical documentation when the Software changes or updates occur, such as new version and updated releases. All new versions and updated releases should be accompanied by updated documentation clearly outlining the new functionality, features, corrections, etc. This documentation should be consistent in content and appearance with the original documentation. Further, the Contractor's online help-files and knowledge-base should also be updated to reflect the Software changes and updates.

Technical documentation shall include all components of the Software's installed environment, such as:

- Network schematics
- Server/Infrastructure layout
- Software diagram
- Process flow diagrams
- Database: Data dictionary, table layouts and Entity Relationship Diagrams (ERD)
- Interface specifications
- APIs
- Stored queries and procedures
- Reports
- Configuration Management

1.27 Deliverable Acceptance

The Contractor, in accordance with the requirements specified herein, understands that the County shall have final approval on all Deliverables. In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with written notification of the County's approval, A written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or, in the case of a Deliverable that does not meet the requirements of the Scope of Services, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiency advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The County will review, approve, and provide written acceptance for all Deliverables listed in above via the following process:

A. The Contractor will submit the Deliverable via e-mail to the County Project Manager, along with a cover sheet (the Deliverable Acceptance Form) which includes the following information: Deliverable Number, Deliverable Description, Date Completed and a signature block for County signature to indicated acceptance or rejection of the Deliverable.

B. The County will review the Deliverable(s) within fifteen (15) business days or as otherwise mutually agreed. Upon County Acceptance in the form of an executed Deliverable Acceptance Form, the Contractor may invoice the County in accordance with the Contract. The County agrees that such acceptance shall not be unreasonably withheld or delayed. The Contractor understands that failure by the County to provide a notice of Acceptance does not constitute Acceptance.

C. If the County determines, in its reasonable discretion, that the Deliverable(s) associated with the MCR fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the Deliverable(s) or may grant Conditional Acceptance of the Deliverable(s) and reject the balance of the Deliverable(s).

D. In the event of rejection, the County shall notify Contractor of such rejection in writing and specify therein the reasons for such rejection. Contractor agrees to deliver a corrected Deliverable(s) within fifteen (15) business days or as other period as mutually agreed, of Contractor's receipt of the County's notice. Payment shall not be issued for any Deliverable that is rejected. The County reserves the right to suspend all Work being performed under the Agreement, except those Services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.

Contract No. EVN00000390 Requirements Matrix

Vendor Solution	Definition
Y	Functionality will be FULLY met with the Contractor's Solution (without code customizations, additional scripting, or additional code). If subject matter expertise and services on the Contractor's Solution are required to be performed by the Contractor in order to configure the Contractor's Solution to meet the function, the nature of the configuration has been placed in the Detailed Explanation column.
N	Functionality will not be met in the Contractor's Solution version. A blank or N/A in any box will be interpreted as an "N". An explanation as to why the functionality will not be provided has been placed in the Detailed Explanation tab, if applicable.
C	Functionality can be accommodated through a software customization in the Contractor's Solution. County requires all work to be completed prior to Go-Live so that adequate testing can be performed to validate the functionality. The Detailed Explanation column provides the anticipated duration for completion of the customization.
M	Functionality will be met via modification of the base source code.

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Compliance	Definition
C	Compliant - Fully comply with the requirements.
NC	Non Compliant - Fail to comply with the requirements.
PC	Partially Compliant - Some aspects or parts of requirements can be met while others are not.

Priority	Definition
High	Critical - Absolutely necessary for a product to be acceptable to stakeholders.
Medium	Important - Desired functionality without which, the product will be less optimal but still support core requirements.
Low	Desirable - A nice feature to have, but the product will still function and meet DTPW's needs without it.

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor Shall have indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.2 General					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have undo/redo functionality in all schedule modules (trip building, blocking, runcutting)	C	Y	HASTUS offers a powerful multi-level undo/redo function in all scheduling and planning modules. This allows viewing recent commands and undoing one action or more at a time. A multi-level Redo function is also available. When an action is undoable, a warning is displayed.
b.	H	Shall have GIS, Mapping Functionality and Geocoding	C	Y	HASTUS Geo module provides an integrated Geographic Information System (GIS) that offers a comprehensive list of geocoding functionalities.
c.	H	Shall have cut, copy, and paste functionality in all schedule modules (trip building, blocking, runcutting)	C	Y	The graphical user interface available with HASTUS conforms to current standards for most GUI-based software and offers general copy-and-paste features.
d.	H	Shall have validations and warnings (place capacity violations, Rail track conflicts, illegal runs and illegal rosters)	C	Y	HASTUS have validations amd warning for place capacity violations, Rail track conflicts, illegal runs and illegal rosters and many more. Rules, constraints, warnings and user-defined validation are managed by a Validations Engine.
e.	H	Shall have the ability to easily build conflict free Rail timetables	C	Y	HASTUS natively supports conflict detection in rail scheduling, such as station capacity, spacing and collisions. Preconfigured lists, validations will detect any conflicts or unbalanced yard situation in schedules and allow users to build conflict free timetables.
f.	H	Shall have the ability to maintain a calendar of schedules in production	C	Y	HASTUS' booking calendars provide a structured environment designed to help companies organize, manage, and access vehicle schedules, crew schedules, and roster sets where effective calendars are used to manage production schedules for various, date-activated scenarios (holidays, special events, etc.).
g.	H	Shall have the ability to export feeds including General Transit Feed Specifications (GTFS)	C	Y	With no additional charge to the County, HASTUS includes a GTFS interface out-of-the-box, which uses technology included with our Connect module. In HASTUS, there is no interfacing license fee; the data is yours, and using Connect you can interface with any third-party applications.
h.	H	The system shall have the capablity of displaying time units in AM/PM and military (24-hour) time	C	Y	Times can be displayed in AM/PM format or in 24-hour format.
i.	M	The system shall include tools to select objects based on characteristics	C	Y	Configurable search function enables selecting objects meeting one or more conditions from lists and graphical displays. Selection characteristics (or selection sets in HASTUS terms) can be defined using attributes, operators, and values.
j.	M	Shall have the ability to sort and filter on columns	C	Y	Using an Excel-like data validation format, columns in various windows and lists can be sorted and filtered by the user. Furthermore, the sorting and/or filtering can be saved as the default specific to one user or published to all users.

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1.2 General					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
k.	M	Shall have Rail yard balancing tool	C	Y	HASTUS provides lists, validations and configurations that are used to validate and ensure yard balancing requirements.
l.	H	Shall have the ability to add and/or integrate additional features or enhancements as technology progresses, needs are identified, or funds become available	C	Y	Additional features and enhancements can be requested by the County through our change request procedure as needs are identified and funds become available to the County.
m.	H	Shall have configurable lists that include options to print and export the content of the list (into Excel format for example)	C	Y	HASTUS' List Manager engine provides flexible tools, including the ability to generate interfaces from the list data, as well as seamlessly integrating an Export To Excel function, copy & past elements into a text editor or an Excel file and an advanced print feature.
n.	M	The system shall have configurable lists with the ability to show lists related to a primary list. For instance, a list of runs with a related list of trips	C	Y	Standard lists are highly configurable and can also display up to three related lists that can help find, view, manipulate, and analyze related information such as runs woth related list of trips.
o.	H	Shall have have the ability to maintain notes/comments and address them to drivers, schedulers, and/or the public such, but not limited to timepoints or trips	C	Y	HASTUS' Notes provide schedulers, operators, and the public with information about timepoint, trips and runs among others.
	H	The system shall have the ability to operate separate simultaneous database environments to support training and/or testing needs	C	Y	Our proposed solution involves implementing a single HASTUS database. GIRO will aid the County in setting up separate environments to mirror the main database. Aadditional environments can be tailored to support training, testing, and archival storage of historical data.
	H	Shall have Bus Stop Functionality including but not limited to (stop definitions, stop locations, stop distances, supplemental stop data, etc.)	C	Y	HASTUS allows defining an unlimited number of bus stops with many attributes, such as stop name, address, and landmark associated with the stop.
r.		see Planning tab	C	Y	
s.	M	Capability to import ridership data	C	Y	With our proposed Rider module, the County can import its UTA ridership data using our standard interface.
t.	M	Capability to import Automatic Passenger Counters (APC) and Automatic Vehicle Location (AVL) data	C	Y	HASTUS' Rider offers the capability to import APC data into HASTUS. Measured runtimes from external systems such as CAD/AVL can be imported using our license-free Connect integration tools.
u.	M	Analysis tool that will recommend runtimes and minimum layover	C	Y	Our proposed ATP module analyzes and optimizes runtimes between timing points, which can be saved into runtime versions used for trip creation.

MDC069

1.2 General					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
v.	M	The system shall have the ability to store historical bus stop records	C	Y	HASTUS allows for the definition of an unlimited number of bus stops.Connect integration tools includes standard export/import stops interface scripts at no additional cost and will allow the County to import and store needed historical bus stop records.

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.3 Data Organization and functionality					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have the ability to rapidly copy/paste signup period scheduling data (patterns, running times, trips and blocks, runs and rosters)	C	Y	It is possible to select any schedule(s), and then copy them in a single operation which allows simultaneous determination of all target schedule names and locations (or target bookings).
b.	H	Shall have the ability to rapidly switch between signup period schedules to compare	C	Y	Users can rapidly switch between signup schedules at any time and open several schedules from different signup periods at the same time. 'Compare Schedules' can also be used for this task.
c.	H	Shall have the ability to rapidly "Save as" of blocking and runcutting for versioning and scenario analysis	C	Y	HASTUS' Save As features allow users to save multiple different scenarios of the same base schedule.
d.	H	Shall have the ability to quickly view multiple routes timetables at the same time and to be able to review, and modify trips in this screen	C	Y	HASTUS vehicle schedules views allow users to create, manipulate, and visualize trips from multiple routes timetables as part of the same display view.
e.	H	Shall have the ability to create, maintain and manage multiple numbers of schedule databases for handling current, previous, future and simulation types of schedules	C	Y	There are no limits regarding the number of schedules that can be maintained and managed in a given database.
f.	H	Shall have the ability to migrate all current online scheduling system data into the new system	C	Y	With Connect integration tools, standard export/import vehicle, and crew schedules interface scripts are included at no additional cost.
g.	M	Shall have clear organization of data	C	Y	HASTUS has clear and rich data organization that provide significantly enhanced functionalities and powerful algorithms.
h.	M	Shall have the ability to drill down to the details of trips, blocks and runs with a click of the mouse	C	Y	This is achieved by accessing our Details function. Example: Trip, Block, or Duty Details windows can be opened with a click of the mouse to drill down on its trips, blocks, and runs.
i.	M	Shall have the ability to create and compare cost/labor scenarios quickly	C	Y	Graphical views offer a statistics panel and comparison tools that can have user-configured KPIs and be used to quickly compare scenarios.

DTPW Transit Scheduling Software System Requirements (RFP)

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1.4 Revenue & non-revenue running time					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have the ability to allow for different running times and dwell times between time points by direction, time of day, day of week, route/line	C	Y	HASTUS allows for flexible, service-specific runtimes to be used and saved in our Runtime Versions by specific periods of the day, route, direction, and route variant.
b.	H	Shall have the ability to automatically have runtimes “smoothed” between time periods	C	Y	When trips are created, HASTUS estimates missing run times from adjacent periods based on a user-selected smoothing method, thus automatically smoothing passing time when trips overlap periods
c.	H	Shall have the ability to compute non-revenue/deadhead trips by time of day and day of week	C	Y	Non-revenue trips are defined in a deadhead times version or off-service variants to control the non-revenue trip paths. HASTUS uses the deadhead times to automatically compute non-revenue links between trips and pulls.
d.	M	Shall have the ability to have route running time in seconds	C	Y	Running times and dwell times can always be defined in minutes or seconds and configured by modality-type (Bus, metro,tram, train).
e.	M	Shall have the ability to view average speed of route running time and non-revenue deadheads	C	Y	In HASTUS, trips of any type (revenue or non-revenue) provide speed information about the average speed.
f.	M	Shall have the ability for non-revenue service (pull/deadhead) analysis (including new depot locations)	C	Y	Non-revenue service is stored and manged in versions. This allows to create and test as many versions as needed to run "what if" scenarios by including new depot locations and new deadheads calculations.

MDC072

DTPW Transit Scheduling Software System Requirements (RFP)

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1.5 Trip Building-Scheduling					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have the ability to build trips and automatically synchronize return trips using user defined minimum layover	C	Y	HASTUS provides extensive flexibility for creating, copying, shifting, or modifying trips.
b.	H	Shall have the ability to calculate trip frequency based on a specified number of vehicles	C	Y	HASTUS can calculate trip frequencies with a specified number of available vehicles. For sequences of trips in a time interval, it is possible to define frequencies as one or more vehicles every specified number of minutes.
c.	H	Shall have the ability to calculate trips based on user-specified headways	C	Y	HASTUS' Create Trips function allows users to create trips based on user-specified headways.
d.	H	Shall have the ability to calculate running time between any pair of timing points	C	Y	Trip passing times and distances are automatically calculated by HASTUS when the required route variants or deadhead times are available between pairs of timing points.
e.	H	Shall have the ability to create trips manually	C	Y	Trips can be created manually using the Create Trip feature, or within the Trip Builders feature to automatically generate sequences of trips.
f.	H	Shall have the ability to quickly cut trips from one routes block and paste onto a block that contains another route	C	Y	HASTUS graphical environment offers the convenience of drag-and-drop operations to manually cut trips from one block to another, move or shift trips with ease graphically, etc.
g.	H	Shall have the ability to copy/paste trips and blocks from one schedule into another	C	Y	Copy/Past trips and block from one schedule to another is possible via a standard Copy/Paste combination.
h.	H	Shall have the ability to shift trips at timing points	C	Y	HASTUS' Move Trips function is used to move trips by a specified amount of time. Drag-and-drop functions can be used to shift and move trips at time points graphically.
i.	H	Shall have the ability to modify selected trips, for instance to change the origin, the destination, the running time, and the trip pattern	C	Y	HASTUS' Modify Trips function is used to modify one or more selected trips. Trip path can be changed by changing the route, via variant, start place, or end place. Trip type can be changed for deadhead, regular, or opportunity trips if a valid path is available.
j.	H	Shall have the ability to identify trips within the software structure to denote revenue, non-revenue and opportunity trips	C	Y	In HASTUS, different types of trips can be identified including revenue, non-revenue, and opportunity trips.

MDC073

DTPW Transit Scheduling Software System Requirements (RFP)

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1.6 Automatic Blocking					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have auto blocking features that optimize vehicle blocks by considering advanced rules that penalize, forbid, or encourage. An example would be a rule that forbids the interlining of a specific route but allowing the interlining of other routes	C	Y	MinBus autoblocking algorithm produces an optimal set of blocks and vehicle tasks considering the constraints, rules and penalties used as input including rules on interlining.
b.	H	Shall have the ability in autoblocking to permit trip shifting to reduce vehicles	C	Y	MinBus optimizer allow trip shifting and other advanced block optimization functions to further reduce costs and the total number of vehicles.
c.	H	Shall have the ability to automatically generate blocking scenarios to achieve optimized vehicle blocking solutions	C	Y	HASTUS includes features allowing users to save and optimize multiple different automatic blocking scenarios of the same base schedule, all under the same schedule name and compare solutions.
d.	H	Shall have the ability to allow users to freeze certain blocks manually so that the automated blocking process will not change them	C	Y	Fixed trip links indicate that a revenue trip and the next revenue trip in the block are fixed (freezed). Fixed blocks represent blocks with all trip links fixed. Fixed blocks and fixed trip links are not modified optimizers and are kept as is in the final solution.
e.	H	Shall have the ability to have advanced features that help identify interlining opportunities between different routes/lines at common terminals without manual intervention	C	Y	By default, MinBus automatically detects interlining opportunities. Rules can be used to control interlining opportunities and penalties may also be used to encourage or discourage interlining opportunities.
f.	H	Shall have the ability to automatically renumber blocks based on user-specified sorting order and criteria	C	Y	HASTUS' Renumber Objects function is used to automatically renumber objects such as Trips, blocks, vehicle tasks, pieces and runs.
g.	H	Shall have the ability to link trips at different terminals to reduce vehicles	C	Y	MinBus has the ability to link trips at different terminals to reduce the number of vehicles.
h.	H	Shall have the ability to apply specified minimum/maximum layovers when autoblocking at global, at trips start, at trip end, by place, by route, by schedule type, by time of day, and by combinations of these, and as a fixed value or as a percentage	C	Y	Minimum Layovers Versions are used to define rest or catch-up time at trip start, at trip end, by place, by route, by variant, by schedule, by time of day, trip type (revenue/ non-revenue) as a fixed value or as a percentage. A maximum is defined for automatic blocking.
i.	H	Shall have the ability to to specify desired number of total vehicles to block the schedule with	C	Y	Garage Usage Versions are used to achieve this requirement.
j.	H	Shall have the ability to assign vehicle types to routes and blocks	C	Y	In HASTUS users can assign vehicle types to routes and blocks.

MDC074

1.6 Automatic Blocking					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
k.	H	Shall have the ability to create blocks considering electric bus requirements with their additional layer of complexity to scheduling due to the necessity to consider vehicle range, charging locations, and charging durations	C	Y	HASTUS has an extensive list of functionalities to manage electric vehicle requirements, including vehicle range, charging locations, and charging durations, among others.
l.	H	Shall have the ability to create, delete, and modify deadhead trips automatically	C	Y	HASTUS' Link Trips function links selected revenue and/or deadhead trips in the same block. Deadhead trips are automatically created, deleted, or modified if required when trips are linked.
m.	H	Shall have the ability to display blocking graphically on a horizontal time scale and display information such as times at time points	C	Y	The County can use graphic views to create and manipulate schedules interactively when creating trips, building blocks, and vehicle tasks on a horizontal time scale and display as many information attributes (such as timing points) in the graphical views.

DTPW Transit Scheduling Software System Requirements (RFP)

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1.7 Automatic Runcutting					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have automatic runcut that utilizes an advanced algorithm to create cost efficient and legal runcuts that are equal to or better than DTPW's current runcuts	C	Y	CrewOpt is a proven state-of-the-art algorithm internationally recognized crew schedule optimizer specifically designed for automatic runcutting and superior in all comparative benchmarks. Typically, reduce crew scheduling costs by 1 to 6%.
b.	H	Shall have the ability to create Routes and Trip Patterns including but not limited to (distances, running times, route definitions, pattern traces, etc.)	C	Y	HASTUS includes features to create and manage routes and trip patterns by defining various parameters such as distances, running times, route definitions, patterns, and more.
c.	H	Shall have advanced rule writing capabilities for the automatic runcut that can encourage certain preferences as well as forbid undesirable outcomes. An example would be a rule encouraging a specific operator relief location versus another that is not as desirable	C	Y	HASTUS' advanced rule engine offers remarkable flexibility. It allows you to consider rules that promote preferences and, at the same time, restrict undesired elements during the scheduling process.
d.	H	Shall have the ability to create and run multiple crew schedules at the same time, with multiple variations of work rules so that the best solution can be implemented	C	Y	HASTUS doesn't impose any restrictions on the number of schedules, each accommodating multiple variations of work rules and parameters. With HASTUS schedules comparison tools, you can compare multiple different schedules and easily choose the best solution based on user-defined KPIs.
e.	H	Shall have the ability to target maximum number of total operators desired and ratio of specific run types	C	Y	CrewOpt provides the capability to incorporate global rules, such as run type ratios, into the optimization process. This means that various parameters, like minimum/maximum ratios, counts, sums, averages, etc., can be controlled during the optimization process.
f.	H	Shall have the ability to cut, copy/paste runs from one runcut into another	C	Y	The user interface of HASTUS is designed with several user-friendly features, including drag-and-drop functionality, copy/paste options, and undo-redo capabilities. Users can easily manipulate schedules using these intuitive tools.
g.	H	Shall have the ability to define different types of reliefs (on-street, pull-out/into garage, car relief)	C	Y	Relief Opportunity Version is employed to specify various types of reliefs, including street, unattended, pull, car, and taxi. These relief types can be defined at specific locations, occurring between designated times of the day, and/or for specific directions, among other criteria.
h.	H	Shall have the ability to automatically build travel time into run assignments based on relief point, which may include scheduled bus and rail trips	C	Y	HASTUS' Travel Time Version is used to define the estimated travel times needed for operators to commute between various locations on the transit network at different times of the day.
i.	H	Shall have the ability to freeze certain runs manually so that the automatic runcut does not change them	C	Y	Pieces and runs can be freezed (Fixed in HASTUS terms). Fixed pieces and runs will not be modified by automatic runcuting (CrewOpt) and are kept as is in the final solution.
j.	H	Shall have the ability to automatically renumber runs based on user-specified sorting order and criteria	C	Y	HASTUS Renumber Objects is a feature that is used for that purpose. Please refer to requirement 1.6.f (Automatic Blocking).

MDC076

1.7 Automatic Runcutting					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
k.	H	Rail automatic runcutting – Shall have the ability to schedule crew “drop backs”, either single or double	C	Y	HASTUS' Drop-back version is employed to set conditions for train operators to switch trains to continue their runs with automatic runcutting (CrewOpt). This commonly occurs when trains, operable from either end, alter directions.
l.	M	Shall have the ability to schedule automated batch jobs	C	Y	CrewOpt optimizes the crew schedules in the background (batch jobs). It is also possible to delay batch job submissions and schedule jobs for a later time.
m.	M	Shall have an improve solutions feature with the ability to do a quick partial runcut/rebuild	C	Y	CrewOpt can be used to improve existing crew scheduling solutions to produce an optimized solution based on an existing runcut quicker.
n.	M	Shall have the ability to add a trip or blocks of trips to a crew schedule that the improve solutions can quickly produce a solution	C	Y	HASTUS' has no restrictions. Users can add trips or blocks of trips to a crew schedule and quickly submit a new CrewOpt improve solution scenario to optimize the existing runcut.
o.	M	Shall have the ability to optimize reliefs in layover to reduce cost	C	Y	In HASTUS, it is possible to define and allow cutting (reliefs) in layovers. You have the option of running an included Optimize Duties feature immediately after CrewOpt to consider cutting in the layover to further reduce costs or use the CrewOpt feature to do so.
p.	M	Shall have the ability to manually edit automatic runcuts	C	Y	HASTUS offers many functions to manually edit runcuts such as Cut Pieces at Relief, Extend Pieces to the Right, Extend Pieces to the Left, Merge Pieces, Create Duties, Add Pieces to Duties, drag-and-drop, etc.
q.	M	Shall have the ability to compare/evaluate multiple runcut solutions on a single screen	C	Y	Evaluation and comparison with a reference solution can be easily done on a single screen using HASTUS' user-customizable statistics panel. The County can also use the Scenario Comparison tool for a more global analysis and comparing multiple solutions at the same time.
r.	M	Shall have the ability to modify trips and blocks from within the runcut	C	Y	There are no limitations in HASTUS regarding trips and block modifications; trips and blocks can be modified from vehicle (blocking) or crew schedules (runcuts).
s.	M	Shall have the ability to schedule coupling and uncoupling of trains for Rail schedules	C	Y	HASTUS' Create Coupling/Uncoupling Activities function is available and used to couple or uncouple one or more vehicle units from selected trips.

DTPW Transit Scheduling Software System Requirements (RFP)

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1.8 Rostering					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have a fully automated rostering system	C	Y	Roster will allow you to prepare automated, efficient weekly or periodic assignments, and separate rosters for groups of employees, such as full-time or part-time.
b.	H	Shall have the ability to have rules and parameters that produce quality legal solution within the Rostering module	C	Y	In Roster, users can quickly ensure that the solutions produced adhere to the County practices and collective bargaining agreements with rules, parameters, and validations.
c.	H	Shall have the ability to define rules and parameters such as but not limited to minimum rest time and consecutive days off	C	Y	Roster can define rules and parameters including minimum rest time and consecutive days off.
d.	H	Shall have the ability to optimize rosters while in compliance with DTPW hard and soft rules, and government regulations	C	Y	Roster can produce automatic rostering solutions that adhere to the County practices and collective bargaining agreements using rules (hard or soft), control parameters, and penalties.
e.	H	Shall have the ability to automatically renumber rosters based on user-specified sorting order and criteria	C	Y	Users can automatically renumber rosters based on user-specified sorting and renumbering criteria.
f.	H	Shall have the ability to create both four day and five-day work weeks	C	Y	In Roster, the County can choose amongst various roster types, such as four-day, five-day, or part-timer rosters, with varying positions.

DTPW Transit Scheduling Software System Requirements (RFP

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. A needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.9 Rules and Parameters					
		PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION
	a.	H	Shall have the ability to configure rules and parameters in compliance with DTPW rules/regulations and union contract provisions (hard and soft rules) including but not limited to (min/max work time, percentage ratios, spread times, spread premiums, report times, travel times, overtime, guarantees)	C	Y
	b.	H	Shall have the ability to create and make changes to numerous rules and parameters	C	Y
	c.	H	Shall have the ability to rapidly "Save as" of rules and parameters	C	Y
	d.	H	Shall have the ability to store and easily view numerous rules and parameters	C	Y

)

dditionally, text can be entered in the Vendor Comments column where

VENDOR COMMENTS
HASTUS offers unparalleled rule engine capabilities. All items indicated in this requirement, among others, are available in HASTUS.
HASTUS rules and parameters are highly configurable to accommodate numerous types of employees and regulations being soft or hard rules.
A Save As function to save a copy of the current version under a new name is available for the rules and parameters versions, amongst many other available versions of HASTUS.
HASTUS offers an easy creation, copy and review of an unlimited number of rules and parameter versions.

MDC080

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.11 Planning					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have undo/redo functionality	C	Y	HASTUS offers a powerful multi-level undo/redo function in all scheduling and planning modules. This allows viewing recent commands and undoing one action or more at a time. A multi-level Redo function is also available. When an action is undoable, a warning is displayed.
b.	H	Shall have the ability to create various service scenarios for either individual routes and/or service areas or entire networks. This includes route design and overall service levels	C	Y	An unlimited number of planning schedules and reference data versions can be defined to experiment with different scenarios (what-if) either for individual routes and /or service areas or the entire network to take changing requirements into account or to test various situations. Copies can be created using the available Save As or Copy Data functions.
c.	H	Capable of analyzing ridership data to determine capacity needs to better service demand levels and impact between versions based on the loaded origin and destination data set	C	Y	Users can display and analyze ridership data. The County can analyze and make informed changes to routes and trip frequencies to ensure that your company provides customers with the appropriate service level. Historical ridership data can be converted to time-based demand so that crowding levels are recalculated based on proposed service levels.
d.	H	Shall have the ability to adjust and create timetables Including the ability to modify routes/lines and evaluate impacts	C	Y	The NetPlan suite offers a user-friendly map-based environment for quick network design/remodeling, project cost estimates, and schedule adjustments. Creating and adjusting timetables in NetPlan is easy and any route modification is automatically reflected on the timetable.
e.	H	Shall have trip building and blocking features using optimization functions	C	Y	NetPlan comes with powerful trip-building features and blocking optimizers that are seamlessly available to planners for very accurate project estimates and resource requirements.
f.	H	Shall have the ability to create timetables that minimize customer wait time	C	Y	Meet builders allow the creation of efficient timetables by improving transfer and meet opportunities and network connectivity. Composite headways (spacing) on corridors served by multiple routes can also be optimized, minimizing wait time for customers riding on these segments.
g.	H	Shall have the ability to calculate vehicle counts by time of day	C	Y	In NetPlan, multiple statistics including vehicle counts are calculated and updated according to the service level offered during the study period (time of the day) defined, with no limitation on the study period.
h.	H	Shall have current, interactive basemap with aerial view, drag and drop to draw new and/or modify routes and stops	C	Y	NetPlan offers a user-friendly map-based environment for quick network design/remodeling with intuitive features like drag and drop of objects on the map such as route itineraries, stops, places, etc.
i.	H	Shall have the ability to zoom in/out and pan quickly on the basemap without delay	C	Y	NetPlan's map offers a mouse-based zooming feature that allows to quickly and easily zoom in/out; it also comes with a quick-pan function.
j.	H	Shall have GTFS capabilities including the ability to import and export	C	Y	NetPlan includes a General Transit Feed Specification (GTFS) interface out-of-the-box with the ability to export and import GTFS feeds, which uses technology included with our Connect module.

MDC081

1.11 Planning					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
k.	H	Shall have the ability to be compatible with shapefiles (ability to import/export); with the ability of importing/viewing/analyzing census block data. Must be user-friendly. This data is auto-generated within the basemap and updated as necessary	C	Y	NetPlan is fully compatible with shapefiles. Shapefiles can be imported to display extra graphical layers such as buildings, addresses, and census information. NetPlan data such as catchment area, reach map, and route information can also be exported in the shapefile format.
l.	H	Shall have the ability to modify and edit bus stops	C	Y	HASTUS provides functionalities to import, create and edit bus stops. The stop object in HASTUS is one of base main entities that is necessary for the network defintion. Planners can create potential (planned) stops that are not already existing. These stops are not visible for schedulers until there status is changed to "active".
m.	H	Shall have the ability to import any field ralated work in real-time to update bus stop inventory	C	Y	Export and import with various systems is made possible with the Connect module. Connect will allow the County to import bus stop information and update its inventory either in real-time with scheduled and programmed imports or on-demand.
n.	H	Shall have the ability to include information regarding bus bay capacity at terminals in the bus stop inventory database	C	Y	Capacities can be defined individually by bus bay and/or globally for a terminal. These capacities can be validated manually and considered by the blocking algorithms. Most of the relevant bus stop information used in the industry is already available in HASTUS out-of-the-box.
o.	H	Shall have the ability to provide route turn-by-turn directions	C	Y	NetPlan automatically calculates routing instruction (turn-by-turn directions) which can be displayed, exported or printed in different formats.
q.	H	Shall have the ability to create visual presentations	C	Y	NetPlan offers lots of visual elements, including various map-based visualizations, presentations, and dashboards. NetPlan sharing (web) provides users tools to share proposals with collaborators as an interactive visual representation of the network. Collaborators can review current, proposed, or both networks to easily see the changes.
q.	H	Shall have Travel time comparison	C	Y	NetPlan's ReachMap feature gives you a visual presentation of a scenario's travel times with isochrones. ReachMap's comparison feature can also show on the map which regions benefit from or are disadvantaged by a proposed concept.
r.	H	Shall have costing features	C	Y	Several parameters such as "Cost per in-service trip hour", "Cost per off-service trip hour" and "Cost per vehicle" can be used in NetPlan to evaluate accurate estimates and costs of scenarios.
s.	H	Shall have schedule statistics features (i.e. number of buses by time of day, number of trips and revenue hours inlcuding all potential recovery time)	C	Y	With NetPlan, users can get accurate statistics to evaluate cost, hours (revenue et non-revenue), mileage (revenue et non-revenue), and the number of vehicles needed by time of the day for each scenario, globally considering interlining, or route by route.
t.	H	Shall have infographics/KPIs that quickly display costing information, fleet requirements, etc	C	Y	NetPlan includes dashboards, statistics panel and Excel reports to display and compare different network concepts according to cost information, vehicle requirements and quality.
u.	H	Shall have the ability to easily generate reports, maps, and graphics which also feed into the scheduling system.	C	Y	Several reports are included with NetPlan out-of-the-box including but not limited to Map reports, catchment areas, ReachMap, and route information exports. Users can also create user-defined reports along with import and exporting capabilities thanks to our Connect features.

MDC082

1.11 Planning					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
v.	H	Shall have the ability of comparing different statistics between propose and current scenarios such as Demographics information (uploaded Census data)	C	Y	NetPlan provides several comparison tools. Scenarios can be compared using existing or user-created statistics, directly in the statistics panel, to show the differences with the base (current) scenario, or another scenario (included Census data).
w.	H	Shall have the ability to use public outreach tools using web-based to present the proposed vs current scenarios	C	Y	With our proposed NetPlan module, planners share projects directly through the Web for effective outreach, allowing stakeholders to explore the details of the proposed scenario interactively, view the impact on catchment areas or travel isochrones based on selected origin/destination, time of day, etc., and leave comments if desired.
x.	H	Shall have On-Demand planning features and capabilities to determine projected ridership and number of vehicles needed based on service area and response time.	C	Y	With NetPlan planners can draw existing or proposed on-demand zones in their scenarios, and calculate projected ridership, vehicles needed, or costs using their formulas based on characteristics of the service area (demographics, etc.).
y.	H	Shall have the ability to generate Title VI reports from uploaded census data	C	Y	The Title VI report is a standard report generated by NetPlan for each scenario. There are also many other tools included in NetPlan to perform more in depth equity analyses.

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.10 Reporting - Post Production					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have the ability to export and report comparative Crew and Vehicle schedule statistics that can be broken down for reporting and analysis	C	Y	HASTUS' Scenario Comparison tool compares vehicle and crew schedule scenarios based on user-defined statistics.
b.	H	Shall have the ability to export and report data with date range capability	C	Y	At least four reporting approaches are supported by HASTUS: standard reports provided with HASTUS, standard lists, Export to Excel integration for many functions, Crystal Reports, etc.
c.	H	Shall have the ability to report total number of scheduled vehicles	C	Y	Vehicle statistics and many more reports are available in HASTUS.
d.	H	Shall have the ability to replicate current reports used at DTPW Scheduling department (Operator Bid Report, Lineup Indicators, Omnibus Report, Rotary/Headway Report, Summary of Runs, Wait & Travel, Disposition Sheets, Fringe Breakdown, Yard Utility, Instruction Card, Paddles)	C	Y	Please refer to the technical document for samples of HASTUS standard reports in Appendix C.
e.	H	Shall have the ability to report miles and hours of revenue and non-revenue trips	C	Y	In HASTUS, it is possible to generate vehicle and crew schedule statistics and thus report miles and hours of revenue and non-revenue trips. Statistics and lists can be displayed or exported for a specific date interval.
f.	H	Shall have the ability to report the number of trips	C	Y	This is available with standard HASTUS reporting, statistics and list tools.
g.	H	Shall have the ability to create additional custom reports using standard database access tools, and readily usable and well documented report interfaces	C	Y	Standard database access is supported, although we strongly recommend using the provided Connect tools for interfacing with external systems.
h.	H	Shall have the ability to export all reports into CSV, PDF, HTML and XML format	C	Y	All HASTUS reports and Crystal Reports can be natively exported to PDF, Excel, CSV, HTML and XML.
i.	H	Reports generated shall be fully modifiable and configurable by DTPW staff	C	Y	Crystal Reports is used to complement out-of-the-box reports. The most commonly customized HASTUS reports are available in a Crystal Reports format.

MDC084

1.10 Reporting - Post Production					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
j.	H	Shall have the ability to lock and unlock schedules by users (controlled by user level security)	C	Y	County users will be categorized in HASTUS as either "User" or "System Administrators," with appropriate permissions granted to modify items within HASTUS, including schedules.
l.	M	Shall have the ability to compare schedule feature that automatically highlights any trips that are different between two schedules	C	Y	Comparing scenarios for planning and scheduling can be accomplished by analyzing statistics derived from a base schedule and noting the deltas. This visually rich comparison report can be shared internally and during public outreach meetings.
2.2 Reporting					
a.	H	Shall have the ability for all reporting outputs should be exportable in MS Excel format	C	Y	All HASTUS reports and Crystal Reports can be natively exported to PDF, Excel, CSV, HTML and XML.
b.	H	Shall have the ability of Applications to allow reporting from a separate database as to not downgrade application performance	C	Y	Our Analytics module offers a tailored transit B.I. solution that includes optimized data models (star schemas) in a separate database.
c.	H	Application shall have the ability of creating ad-hoc reports	C	Y	With our standard tools, the County can create specific reports and replicate reports with the Crystal Report engine.

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.12 Database					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	Shall have the ability for a web-based application	C	Y	In 2020, as part of our technology roadmap, GIRO initiated a new strategy focused on meeting the changing needs and preferences of our clients through the development of web-based applications. This encompasses enhancements to our scheduling, planning, and operations modules.
b.	H	System shall have a robust database engine	C	Y	HASTUS makes use of a relational database and is available for Oracle which is a very well known robust database engine.
c.	H	Database platform shall be the most current version	C	Y	The main database server for HASTUS, housing HASTUS data, recommends Oracle Database 19c x64, Standard Edition or higher, along with optional Oracle Advanced Compression.
d.	H	All data collected shall be backed up so that no data is lost	C	Y	HASTUS data is stored in a standard database, hence it can be backed up and archived using common back-up products. The technical documentation covers database maintenance as well as processes to follow to ensure proper backups.
e.	H	Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools	C	Y	Our proposed solution includes command-line tools for: database importation and exportation (which thus enables administrators to perform data backup, rollback, archiving and recovery) and database purging.
f.	H	System shall support multiple browsers, and update to ensure compatibility with new browser versions	C	Y	Our web-based applications are compatible with all modern browsers, including the latest versions of Chrome, Edge, and Firefox. However, although supported, some of our web-based applications may not be fully optimized for use on tablets or smartphones.
g.	H	Operations and performance data shall be stored in a historical database that will provide rapid access for common and recurring operational reports and a database reporting tool for developing ad hoc reports	C	Y	Our Analytics module offers a tailored transit B.I. solution that includes optimized data models (star schemas) in a separate database.
h.	H	Shall have the ability for Commuter/fixed route data to be GTFS compatible and open source is preferred	C	Y	HASTUS includes a General Transit Feed Specification (GTFS) interface out-of-the-box, which uses technology included with our Connect module.
i.	H	Shall have capacity to integrate third-party data.	C	Y	The HASTUS database is accessible through the Connect integration tools that are included with the HASTUS application. Most data can be imported/exported using configurable tools.
j.	H	All data is the property of DTPW and will not be shared with third parties unless authorized by DTPW	C	Y	GIRO is a strong proponent of the open-data philosophy and we have based our product architecture on it since the beginning. We believe that the client's HASTUS data should be accessible to the client for any required purpose at no additional fee even when interfacing with any third-party applications.

MDC086

1.12 Database					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
k.	H	Upon termination of the contract arising out of this RFP, the Contractor to ensure the data available to DTPW to comply with all federal requests	C	Y	During the term of an active License Agreement, the County will have access to their data. GIRO will assist the County in extracting its data as required before termination.

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.13 Hosting Solutions					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	The system is to be hosted (cloud based or web-based), stored and retrievable through a web-based application	C	Y	Based on the County's Statement of Work (SOW) requirement 2.12 (a), GIRO proposes an on-premise solution.
b.	H	Host the fixed route/demand response scheduling software system	C	Y	For our proposed on-premise installation, GIRO has supplied our system requirements for the County's reference.
c.	H	Be responsible for converting the existing databases (client, addresses, drivers, routes/runs from Microsoft Excel or Access) to the new scheduling software and ensure that data is accurately converted and to ensure the integrity of existing data	C	Y	High-volume data provided it is available in a compatible electronic format and stored in an open and documented relational database, will be imported into HASTUS from existing systems.
d.	H	Implement all applicable and available software upgrades and patches during the implementation and warranty periods and resolve any compatibility issues with other parts of the overall system due to such upgrades or patches.	C	Y	GIRO will train and assist the County with the base installation of HASTUS. Future HASTUS installations will be done by the County with GIRO's support. For an on-premise installation, GIRO will provide support and resolutions on compability issuse releated to the HASTUS software.
e.	H	The system and facility should have a 99.25% availability or higher redundant communications, be hardened and secure and employ fail safe technology	C	Y	GIRO's proposed on-premise installation ensures that the County meets the critical requirement for system reliability.
f.	H	Provide all services necessary to design, procure, install, integrate, test and place into service the fixed route/demand response scheduling software back-office system	C	Y	GIRO is fully committed to ensuring the success of our project with the County.
g.	H	Ensure the hosting agreement shall include all services necessary to maintain and make available for daily use fixed route/demand response scheduling software Backoffice system	C	Y	GIRO's proposed installation is on-premise, eliminating the necessity for a Hosting Agreement.
h.	H	Provide an outline of its disaster recovery process in the event either the scheduling system and back-off system go down	C	Y	HASTUS allows for easy backup and archiving. Our technical documentation covers backup and DR procedures. GIRO will collaborate with the County to ensure accurate backup and DR recovery plans, prioritizing data security.

MDC088

DTPW Transit Scheduling Software System Requirem

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown v applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.14 Interfacing				
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION
a.	H	New system must interface with the operations software, currently Trapeze Ops	C	Y
b.	H	Technology Interfaces- Technology transferable to new/replacement buses	C	Y
c.	H	Shall have API function to share data with other sub systems and future systems	C	Y
d.	H	Shall have the ability to export data into standard office software (Microsoft Office Suite).	C	Y
e.	H	Shall have the ability to create additional custom reports using standard database access tools, and readily usable and well documented report interfaces	C	Y
f.	H	Shall have the ability to export reports into CSV, PDF, HTML and XML format	C	Y

MDC089

ıents (RFP)

ıalues. Additionally, text can be entered in the Vendor Comments column where needed and/or

VENDOR COMMENTS
Connect will facilitate our standard Trapeze Ops interface, building upon GIRO's successful interfaces with Trapeze's CAD/AVL, scheduling, and daily operations software.
For this requirement, we understand the need for an interface with the County's CAD/AVL system, specifically with Clever Devices. GIRO is offering our standard static interface with Clever Devices to fulfill this requirement.
Our Connect integration tool supports both API and Web services for real-time interfacing, utilizing push and pull technologies.
All HASTUS reports and standard lists can be exported natively to PDF (compatible with Adobe Acrobat) or text files (compatible with Word). Additionally, lists can be directly exported or copied and pasted into Excel or Word.
Crystal Reports complements the out-of-the-box reports and standard lists reporting capabilities.Crystal Reports export scripts facilitate native exports to Crystal Reports (RPT), PDF, CSV, Excel, Word, RTF, XML, and HTML formats.
All reports and standard lists can natively be exported to PDF or text files. Lists can be directly exported to Excel. Integrated Crystal Reports can natively be exported to Crystal Reports (RPT), PDF, CSV, Excel, Word, RTF, XML, and HTML.

MDC090

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
1.15 Training and Implementation Support					
a.	H	The Contractor shall develop, prepare, and perform training program specifically designed for DTPW, The training shall be sufficient quantity and content to ensure that all necessary DTPW personnel are able to effectively utilize the scheduling software system. The training schedule be driven by DTPW resource availability and shall take place at DTPW's facilities	C	Y	GIRO proposes seven (7) on-site training sessions covering IT, scheduling, and planning, along with two weeks of planning workshops. Please refer to section 2.4 of our proposal for additional information on training.
b.	H	The Contractor shall assemble and submit appropriate technical training documentation for review and approval. The Contractor shall provide the standard User Guides that describe how to use functions, execute, and configure the Interface. These manuals shall cover all software modules delivered and shall include step-by-step instructions for all system features	C	Y	Training includes formal presentations, live demonstrations, and hands-on use of the system with representative data. It is structured based on the comprehensive step-by-step HASTUS User's Guide and the training guide/plan.
2.4 Training and Implementation Support					
a.	H	The Contractor shall provide technical support during the Acceptance Test and Cutover phases	C	Y	Technical support will be available to the County throughout the project implementation, go-live and final acceptance.
b.	H	The Contractor shall develop, prepare, and perform 3-week training program specifically designed for DTPW Scheduling staff. The training to be sufficient quantity and content to ensure that all necessary DTPW personnel are able to effectively utilize the scheduling software system. The ability of the training schedule to be driven by DTPW resource	C	Y	Please refer to item 1.15(a) of this matrix for our proposed training sessions.
c.	H	review and approval 2-weeks in advance. The Contractor shall provide the standard User Guides that describe how to use functions, execute, and configure. These manuals shall cover all software modules delivered and shall include step-by-step instructions for all system features	C	Y	GIRO and the County will collaborate on the training plan, preparation, etc. Please refer to section 2.4 of our proposal for additional information on training.
d.	H	The Contractor shall provide technical support available via phone, e-mail. The Contractor must respond to support critical issues within 24 hours	C	Y	Please refer to our comments regarding item 2.4 (a) of this matrix.
e.	M	The Contractor shall provide telephone technical support during business hours (between 8:00 am to 5:00 pm ET) for non-emergency issues	C	Y	Please refer to our comments regarding item 2.4 (a) of this matrix.

MDC091

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.16 Support					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	M	24 - Hour support	C	Y	GIRO provides 24/7 support for priority 1 issues across all modules. For further details on our maintenance and support offer, please consult **section 2.5** of our proposal.
b.	H	Step by step documentation	C	Y	All HASTUS User Guides, along with Administration User Guides and Configuration User Guides, will be delivered to the County at the onset of the project.
c.	H	Training	C	Y	Our maintenance and support includes an annual one-week training session for the County.

DTPW Transit Scheduling Software System Requirements (RFP)

For each of the detailed requirements noted below, Vendor must indicate a response in the Compliance and Vendor Solution columns using the provided dropdown values. Additionally, text can be entered in the Vendor Comments column where needed and/or applicable. Information regarding the valid values in the Priority, Compliance and Vendor Solution columns can be found in the Instructions tab.

1.17 Solution					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.	H	The system is to be hosted (cloud based or web-based), stored and retrievable through a web-based application	C	Y	Based on the County's Statement of Work (SOW) requirement 2.12 (a), GIRO proposes an on-premise solution.
b.	H	Host the fixed route scheduling software system	C	Y	GIRO has supplied our System Requirements (Appenix D) for the County's consideration. With our System Requirements and GIRO's support, the County will be guided in procuring and installing all necessary infrastructure items for a robust and dependable on-premise installation.
c.	H	Be responsible for converting or migrating the existing fixed route Oracle database, to the new scheduling software and ensure that data is accurately converted and to ensure the integrity of existing data.	C	Y	Section 2.1.2.8 of our proposal details the proposed data entry and conversion plan for the County. High-volume data, provided it is available in a compatible electronic format and stored in an open and documented relational database, will be imported into HASTUS from existing systems.
d.	H	Implement all applicable and available software upgrades and patches during the implementation and warranty periods and resolve any compatibility issues with other parts of the overall system due to such upgrades or patches.	C	Y	GIRO will handle all HASTUS corrections and releases. The County will be responsible for addressing any necessary patches and compatibility issues with its on-premises infrastructure, with GIRO providing assistance as needed.
e.	H	The system and facility shall have a 99.25% availability or higher redundant communications, be hardened and secure and employ fail-safe technology	C	Y	HASTUS can integrate with load balancing for high availability and implement redundancies, failover, or disaster recovery. The County will manage data backup and DR procedures, and any necessary redundancy measures. Security is a top priority at GIRO. We are undergoing an ISO/IEC 27001 certification audit.
f.	H	Provide all services necessary to design, procure, install, integrate, test and place into service the fixed route scheduling software back-office system	C	Y	GIRO will provide all necessary services for the design, procurement, installation, integration, testing, and implementation needed to successfully deploy HASTUS.
g.	H	Ensure the hosting agreement shall include all services necessary to maintain and make available for daily use fixed route scheduling software backoffice system	C	Y	GIRO's proposed installation is on-premise, eliminating the necessity for a Hosting Agreement.
h.	H	Provide an outline of its disaster recovery process in the event either the scheduling system and back-off system go down	C	Y	HASTUS allows for easy backup and archiving. GIRO will collaborate with the County to ensure accurate backup and DR recovery plans, prioritizing data security.
i.	H	New system must interface with the operations software, currently Trapeze Ops	C	Y	Connect will facilitate our standard Trapeze Ops interface, building upon GIRO's successful interfaces with Trapeze's CAD/AVL, scheduling, and daily operations software.
j.	H	New system must interface with Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL)	C	Y	GIRO is offering our standard static interface with Clever Devices to fulfill this requirement.

MDC093

1.17 Solution					
	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
k.	H	New system shall have an administrative/security module to manage end-user ids, user security groups, passwords, and individual/group access	C	Y	User credentials in HASTUS are linked to Active Directory, allowing access without re-entering credentials. Authorization is managed through role-based profiles, specifying access levels at various levels with permissions like Read, Update, or Update/Delete.
l.	H	New system shall have a data integrity tool to validate data accuracy and/or completeness	C	Y	HASTUS uses data integrity tools provided by the RDBMS. Oracle guarantees data integrity for all updates done within database transactions. All database updates done by GIRO software are within transactions, thus ensuring data integrity.
m.	H	New system shall have strong audit trails to track data insertion, progression, modification, and/or deletion	C	Y	Various action, network event and run time logs are accessable to adminstrators. Please refer to section 3.15 of our proposal for additional details.
n.	H	New system must include a General Transit Feed Specification (GTFS)-generating tool, which is now an industry standard	C	Y	With no additional charge to the County, HASTUS includes a GTFS interface out-of-the-box, which uses technology included with our Connect module. In HASTUS, there is no interfacing license fee; the data is yours.
o.	H	New system shall include a tool for data/database archiving to manage database growth and size	C	Y	HASTUS is fully compatible with Oracle's archive logging mechanisms and Oracle online backup's procedures.
	H	New system shall allow for the creation of service shells as services	C	Y	Our proposed solution includes command-line tools for: database importation and exportation (which thus enables administrators to perform data backup, rollback, archiving and recovery) and database purging and other commands.
	H	New system shall allow toggles between screen/modules (keep open/alive) without the need to restart each	C	Y	Our graphical user interface (GUI) follows current standards, such as mouse functions, common keys, enhancing usability, etc. Users can easily manage multiple windows with the ALT+TAB command. HASTUS also has configurable toolbars and shortcut keys for quick access to information and right-click for contextual menus.
r.	H	New system shall include session logs to assist with application errors/messages/troubleshooting	C	Y	Various action, network event and run time logs are accessable to adminstrators. Please refer to section 3.15 of our proposal for additional details.

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DTPW Transit Scheduling Software System Requirements (RFP)

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	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
a.					
b.					
c.					
d.					
e.					
f.					
g.					
h.					
i.					

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	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
j.					
k.					
l.					
m.					
n.					
o.					
p					
q					
r.					
s.					

MDC096

	PRIORITY	REQUIREMENT DESCRIPTION	COMPLIANCE	VENDOR SOLUTION	VENDOR COMMENTS
t.					
u.					

MIAMI-DADE COUNTY

CONTRACT NO. EVN0000390
PRICE SCHEDULE
FIXED ROUTE SCHEDULING SOFTWARE

Item No.	Description - Project Management & Implementation	Unit Price
1	Project Management and Deliverables - SOW 2.21	$131,625.00
2	Implementation Services --SOW 2.19 (planning, design, configuration, customizations, on-site installations)	$1,908,393.00
3	Data Conversation - SOW 2.22	$27,540.00
4	System Testing and Acceptance - SOW 2.23	$161,070.00
5	Interfaces - SOW 2.13	$94,615.00
6	Custom Reports - SOW 2.10	$23,595.00
7	Training and User manuals - -SOW 2.14	$87,075.00
8	Documentation - SOW 2.25	$15,730.00
9	*Direct Costs (Travel, etc.)	$71,789.00
	Total (Item Nos. 1 through 8):	**$2,449,643.00**

Item No.	Description of License Type - Proposer to define recurring cost based upon Licensing Model (i.e. Perpetual License, Annual Cloud Subscription Cost, Annual Support and Maintenance Cost, etc.)	Description of Module (If not applicable or included in another Module, Propser should list as N/A or Included)	Proposed Quantity - Proposer to list quantity required to meet the technical specifications based on License Type	Unit	Unit Price	Total
10	(Proposer to insert)	Base License	0	**Year 2025 - Prorated to begin upon completion of implementation	$0.00	$0.00
11	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule)	Trip Building - SOW 2.5, SOW 2.2 (D)	1	**Year 2025 - Prorated to begin upon completion of implementation	$17,702.00	$17,702.00
12	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule)	Blocking - SOW 2.6	1	**Year 2025 - Prorated to begin upon completion of implementation	$13,374.00	$13,374.00
13	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule)	Runcutting - SOW 2.7	1	**Year 2025 - Prorated to begin upon completion of implementation	$30,169.00	$30,169.00
14	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule)	Rostering - SOW 2.8	1	**Year 2025 - Prorated to begin upon completion of implementation	$10,665.00	$10,665.00
15	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule)	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	**Year 2025 - Prorated to begin upon completion of implementation	$14,417.00	$14,417.00
16	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule)	Planning - SOW 2.11	1	**Year 2025 - Prorated to begin upon completion of implementation	$16,229.00	$16,229.00
17	Maintenance and Support (Four months of maintenance and support. This is based on an implementation of 8 months as noted on the Price Schedule) (Analysis APC and Runtimes)	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	1	**Year 2025 - Prorated to begin upon completion of implementation	$15,915.00	$15,915.00
18	N/A	Base License	1	Year 2026	$0.00	$0.00
19	Maintenance and Support	Trip Building - SOW 2.5, SOW 2.2 (D)	1	Year 2026	$54,964.00	$54,964.00
20	Maintenance and Support	Blocking - SOW 2.6	1	Year 2026	$41,525.00	$41,525.00
21	Maintenance and Support	Runcutting - SOW 2.7	1	Year 2026	$93,675.00	$93,675.00
22	Maintenance and Support	Rostering - SOW 2.8	1	Year 2026	$33,116.00	$33,116.00
23	Maintenance and Support	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	Year 2026	$44,764.00	$44,764.00
24	Maintenance and Support	Planning - SOW 2.11	1	Year 2026	$50,391.00	$50,391.00

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25	**Maintenance and Support (Analysis APC and Runtimes)**	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	**1**	Year 2026	**$49,416.00**	$49,416.00
26	**N/A**	Base License	**1**	Year 2027	**$0.00**	$0.00
27	**Maintenance and Support**	Trip Building - SOW 2.5, SOW 2.2 (D)	**1**	Year 2027	**$56,613.00**	$56,613.00
28	**Maintenance and Support**	Blocking - SOW 2.6	**1**	Year 2027	**$42,771.00**	$42,771.00
29	**Maintenance and Support**	Runcutting - SOW 2.7	**1**	Year 2027	**$96,485.00**	$96,485.00
30	**Maintenance and Support**	Rostering - SOW 2.8	**1**	Year 2027	**$34,110.00**	$34,110.00
31	**Maintenance and Support**	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	**1**	Year 2027	**$46,107.00**	$46,107.00
32	**Maintenance and Support**	Planning - SOW 2.11	**1**	Year 2027	**$51,903.00**	$51,903.00
33	**Maintenance and Support (Analysis APC and Runtimes)**	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	**1**	Year 2027	**$50,898.00**	$50,898.00
34	**N/A**	Base License	**1**	Year 2028	**$0.00**	$0.00
35	**Maintenance and Support**	Trip Building - SOW 2.5, SOW 2.2 (D)	**1**	Year 2028	**$58,028.00**	$58,028.00
36	**Maintenance and Support**	Blocking - SOW 2.6	**1**	Year 2028	**$43,840.00**	$43,840.00
37	**Maintenance and Support**	Runcutting - SOW 2.7	**1**	Year 2028	**$98,897.00**	$98,897.00
38	**Maintenance and Support**	Rostering - SOW 2.8	**1**	Year 2028	**$34,963.00**	$34,963.00
39	**Maintenance and Support**	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	**1**	Year 2028	**$47,260.00**	$47,260.00
40	**Maintenance and Support**	Planning - SOW 2.11	**1**	Year 2028	**$53,201.00**	$53,201.00
41	**Maintenance and Support (Analysis APC and Runtimes)**	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	**1**	Year 2028	**$52,171.00**	$52,171.00
42	**N/A**	Base License	**1**	Year 2029	**$0.00**	$0.00
43	**Maintenance and Support**	Trip Building - SOW 2.5, SOW 2.2 (D)	**1**	Year 2029	**$59,479.00**	$59,479.00
44	**Maintenance and Support**	Blocking - SOW 2.6	**1**	Year 2029	**$44,936.00**	$44,936.00
45	**Maintenance and Support**	Runcutting - SOW 2.7	**1**	Year 2029	**$101,370.00**	$101,370.00
46	**Maintenance and Support**	Rostering - SOW 2.8	**1**	Year 2029	**$35,837.00**	$35,837.00
47	**Maintenance and Support**	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	**1**	Year 2029	**$48,441.00**	$48,441.00
48	**Maintenance and Support**	Planning - SOW 2.11	**1**	Year 2029	**$54,531.00**	$54,531.00
49	**Maintenance and Support (Analysis APC and Runtimes)**	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	**1**	Year 2029	**$53,475.00**	$53,475.00
					Total (Item Nos. 10 through 49):	**$1,651,638.00**

MDC0096

Option to Renew (OTR) Pricing

Item No.	Description of License Type - Proposer to define recurring cost based upon Licensing Model (i.e. Perpetual License, Annual Cloud Subscription Cost, Annual Support and Maintenance Cost, etc.)	Description of Module (If not applicable or included in another Module, Propser should list as N/A or Included)	Proposed Quantity - Proposer to list quantity required to meet the technical specifications based on License Type	Unit	Unit Price	Total
50	N/A	Base License	1	OTR - Year 2030	$0.00	$0.00
51	Maintenance and Support	Trip Building - SOW 2.5, SOW 2.2 (D)	1	OTR - Year 2030	$61,263.00	$61,263.00
52	Maintenance and Support	Blocking - SOW 2.6	1	OTR - Year 2030	$46,284.00	$46,284.00
53	Maintenance and Support	Runcutting - SOW 2.7	1	OTR - Year 2030	$104,411.00	$104,411.00
54	Maintenance and Support	Rostering - SOW 2.8	1	OTR - Year 2030	$36,912.00	$36,912.00
55	Maintenance and Support	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	OTR - Year 2030	$49,894.00	$49,894.00
56	Maintenance and Support	Planning - SOW 2.11	1	OTR - Year 2030	$56,167.00	$56,167.00
57	Maintenance and Support (Analysis APC and Runtimes)	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	1	OTR - Year 2030	$55,079.00	$55,079.00
58	N/A	Base License	1	OTR - Year 2031	$0.00	$0.00
59	Maintenance and Support	Trip Building - SOW 2.5, SOW 2.2 (D)	1	OTR - Year 2031	$63,101.00	$63,101.00
60	Maintenance and Support	Blocking - SOW 2.6	1	OTR - Year 2031	$47,672.00	$47,672.00
61	Maintenance and Support	Runcutting - SOW 2.7	1	OTR - Year 2031	$107,543.00	$107,543.00
62	Maintenance and Support	Rostering - SOW 2.8	1	OTR - Year 2031	$38,019.00	$38,019.00
63	Maintenance and Support	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	OTR - Year 2031	$51,391.00	$51,391.00
64	Maintenance and Support	Planning - SOW 2.11	1	OTR - Year 2031	$57,852.00	$57,852.00
65	Maintenance and Support (Analysis APC and Runtimes)	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	1	OTR - Year 2031	$56,731.00	$56,731.00
66	N/A	Base License	1	OTR - Year 2032	$0.00	$0.00
67	Maintenance and Support	Trip Building - SOW 2.5, SOW 2.2 (D)	1	OTR - Year 2032	$64,994.00	$64,994.00
68	Maintenance and Support	Blocking - SOW 2.6	1	OTR - Year 2032	$49,103.00	$49,103.00
69	Maintenance and Support	Runcutting - SOW 2.7	1	OTR - Year 2032	$110,769.00	$110,769.00
70	Maintenance and Support	Rostering - SOW 2.8	1	OTR - Year 2032	$39,160.00	$39,160.00
71	Maintenance and Support	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	OTR - Year 2032	$52,933.00	$52,933.00
72	Maintenance and Support	Planning - SOW 2.11	1	OTR - Year 2032	$59,587.00	$59,587.00
73	Maintenance and Support (Analysis APC and Runtimes)	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	1	OTR - Year 2032	$58,433.00	$58,433.00
74	N/A	Base License	1	OTR - Year 2033	$0.00	$0.00
75	Maintenance and Support	Trip Building - SOW 2.5, SOW 2.2 (D)	1	OTR - Year 2033	$66,944.00	$66,944.00
76	Maintenance and Support	Blocking - SOW 2.6	1	OTR - Year 2033	$50,576.00	$50,576.00
77	Maintenance and Support	Runcutting - SOW 2.7	1	OTR - Year 2033	$114,093.00	$114,093.00
78	Maintenance and Support	Rostering - SOW 2.8	1	OTR - Year 2033	$40,334.00	$40,334.00
79	Maintenance and Support	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	OTR - Year 2033	$54,521.00	$54,521.00
80	Maintenance and Support	Planning - SOW 2.11	1	OTR - Year 2033	$61,375.00	$61,375.00
81	Maintenance and Support (Analysis APC and Runtimes)	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	1	OTR - Year 2033	$60,186.00	$60,186.00
82	N/A	Base License	1	OTR - Year 2034	$0.00	$0.00
83	Maintenance and Support	Trip Building - SOW 2.5, SOW 2.2 (D)	1	OTR - Year 2034	$68,952.00	$68,952.00
84	Maintenance and Support	Blocking - SOW 2.6	1	OTR - Year 2034	$52,093.00	$52,093.00
85	Maintenance and Support	Runcutting - SOW 2.7	1	OTR - Year 2034	$117,515.00	$117,515.00
86	Maintenance and Support	Rostering - SOW 2.8	1	OTR - Year 2034	$41,544.00	$41,544.00
87	Maintenance and Support	Geo/Mapping/Stops - SOW 2.2 (B), SOW 2.2 (Q, U),	1	OTR - Year 2034	$56,157.00	$56,157.00

88	**Maintenance and Support**	Planning - SOW 2.11	**1**	OTR - Year 2034	**$63,216.00**	$63,216.00
89	**Maintenance and Support (Analysis APC and Runtimes)**	Other Module Require to Meet Scope (Proposer to insert) SOW 2.2 (R, S, T), SOW 2.4 (E)	**1**	OTR - Year 2034	**$61,992.00**	$61,992.00
					Total (Item Nos. 50 through 89):	**$2,176,796.00**
					Total Proposal Price:	**$6,278,077.00**

*** (Item No. 1) *Direct Costs (Travel, etc.) costs are excluded from the Total Proposal Price.**

MDC101

HASTUS LICENCE AGREEMENT
Contract No. EVN0000390

ENTERED BETWEEN

GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE, having its principal place of business at 5800, Saint-Denis Street, Suite 1102, in the city of Montréal, Province of Québec, Canada H2S 3L5 (hereinafter "**GIRO**"), AND

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida, United States, 33128 (hereinafter the "**Licensee**")

Each a "**Party**" and collectively the "**Parties**".

WHEREAS GIRO develops and implements integrated software solutions for planning and managing transport-related operations and, in particular, develops and markets software which combines advanced operations research optimisation techniques with advanced data management tools; and

WHEREAS Licensee seeks to obtain from GIRO licence rights to use GIRO's Licensed Software.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In addition to the terms and phrases defined elsewhere in this Licence Agreement, when used herein:

1.1 "**Authorised Contractor**" means a Third Party other than a Competitor who is party to an agreement with the Licensee under which such Third Party incurs the obligation to provide services to the Licensee requiring access to and/or use, by such Third Party (or by its employees who are Authorised Users), of any Licensed Material and/or of any other GIRO's Confidential Information, provided such agreement includes provisions (including limitations and restrictions) regarding access to, and use of any such Licensed Material and other GIRO's Confidential Information, by such Third Party (and by any employees who are Authorised Users), that are at least as stringent as those applicable to the Licensee under this Licence Agreement, and all within the parameters indicated under Section 9.

1.2 "**Authorised User**" means any individual who, at the relevant time, is an employee of Licensee or of an Authorised Contractor and who needs to access to and use the Licensed Material on behalf of Licensee or of an Authorised Contractor in the manner and for the purposes for which such Licensed Material is licensed to Licensee under this Licence Agreement.

1.3 "**Breach**" means any breach or default by a Party of its obligations under this Licence Agreement.

1.4 "**Breach Notice**" means a reasonably detailed written notice of the alleged Breach(es).

1.5 "**Competitor**" means any Third Party developing, licensing or otherwise offering any software which competes with all or part of the Licensed Software or other GIRO product, as determined by GIRO in its reasonable discretion.

1.6 "**Complementary Material**" means recorded training sessions and workshops as well as tutorial videos on the Licensed Software.

1.7 "**Confidential Information**" means: (i) in relation to GIRO: (a) the Licensed Material; (b) any specifications (including their implementation in the Licensed Software), and (c) the terms and conditions of this Licence Agreement, and (ii) in relation to Licensee: any Licensee's data processed by the Licensed Software and to which GIRO may have access, and (iii) in relation to any of the Parties: any other information that a Party ("**Disclosing Party**") may disclose or otherwise provide to the other ("**Receiving Party**") that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by Third Parties, and is the subject of efforts from Disclosing Party to maintain its secrecy, whether or not such information is disclosed orally, in writing or in any other tangible or electronic form and includes, but is not limited to, technical, financial or business know-how and all technical, marketing, pricing, financial and other business data and information of the Disclosing Party.

1.8 "**Documentation**" means the technical and functional specifications, user and technical guides, training material, and any other written material bearing copyright markings relating to the Licensed Software provided by GIRO to the Licensee pursuant to the terms of this Licence Agreement.

1.9 "**Driving and Non-Driving Employees**" means the maximum number of driving and non-driving employees managed with the Licensed Software.

1.10 "**Effective Date**" means the date on which both Parties have signed the Contract.

1.11 "**GIRO Group**" means GIRO, its subsidiaries, representatives and consultants who are subject to appropriate confidentiality obligations.

1.12 "**Licence Agreement**" means this document and all the annexed schedules, appendices, and exhibits, together with any future written and executed amendments.

1.13 "**Licensed Material**" means, collectively, the Licensed Software, Documentation, and Complementary Material.

1.14 "**Licensed Software**" means the computer program(s) including any enhancements, modifications, interface or new modules developed by GIRO for the Licensee, as specified in Schedule "A".

1.15 "**Peak Vehicles**" means the maximum number of vehicles in use at any given time within Licensee's Transit System.

1.16 "**Site**" means the Licensee's physical and/or cloud computing infrastructure, including computers, Licensed Software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by the Licensee or though the use of third-party services, and on which

the Licensed Software is installed.

1.17 "**Third Party**" means any person other than a Party to this Licence Agreement.

1.18 "**Transit System**" means the Licensee's transit system specified in Schedule "A".

1.19 "**Upgrade**" means a version of the Licensed Software characterised by enhancements, added functionalities or new features.

2. LICENCE

2.1 Subject to the terms and conditions set forth in this Licence Agreement and the full payment of the applicable licence fees, GIRO hereby grants to Licensee a perpetual, non-exclusive, non-transferable (except as otherwise expressly authorised hereunder) and non-sublicensable licence authorising Licensee to: (i) install a copy of the executable version of the Licensed Software on the Site (in environments documented by the Parties in the technical architecture document), (ii) use the Licensed Software so installed or hosted by GIRO solely in relation to the Transit System and for no more than the number of Peak Vehicles and Driving and Non-Driving Employees specified in Schedule "A", and (iii) use the Documentation and Complementary Material for the purpose of using the Licensed Software only ("**Licence**").

2.2 Licensee shall inform GIRO forthwith should: (i) the number of Peak Vehicles used in the Transit System exceeds at any time the maximum number of Peak Vehicles set out in Schedule "A", (ii) to the extent that Crew, Roster, Bid, BidWeb, DailyCrew, EPM, SelfService or PlanCrew modules are included in the Licensed Software, if the number of Driving and Non-Driving Employees managed by the Licensed Software exceeds at any time the maximum number of Driving and Non-Driving Employees set forth in Schedule "A" or (iii) the Transit System becomes, at any time, subject to any increase in its geographical coverage. GIRO agrees to amend this Licence Agreement by, as applicable, raising the number of Peak Vehicles or the number of Driving and Non-Driving Employees then authorised hereunder or by increasing the then existing geographical coverage of the Transit System, when applicable, upon payment, by Licensee, of additional Licence Fees equal to the difference between GIRO's then current Licence Fees for, as applicable, the previous and the revised number of Peak Vehicles or the number of Driving and Non-Driving Employees used in the Licensee's Transit System or the previous and the revised geographical coverage of the Transit System.

2.3 GIRO may at any time request Licensee to confirm compliance with the parameters of the License set forth in Schedule "A".

2.4 As conditions for the granting of the Licence, Licensee agrees that, except to the extent explicitly and unambiguously authorised hereunder, Licensee may not, for any reason whatsoever, do or attempt to do any of the following, nor allow, authorise, assist or help any Third Party (including, as applicable, any Authorised Contractor) to do so: (i) lend, rent, lease, sell, distribute or transfer the possession of the Licensed Material (whether by sale, exchange, operation of law or otherwise); (ii) reproduce, publish, display or publicly perform the Licensed Material; (iii) assign, sublicence or otherwise transfer to any person whomsoever any one of the rights granted with respect to the Licensed Material hereunder; (iv) provide, disclose or otherwise make the Licensed Material available to any Third Party such as through time-sharing,

service bureau, application services, software as a service (SaaS), or other similar services or arrangements; (v) reverse engineer, decompile, disassemble, reengineer, remap or otherwise create or attempt to recreate the Licensed Software, create derivative works of the Licensed Software or discover or attempt to discover the source code of the Licensed Software or the underlying algorithms; (vi) discover, access, extract, recreate, reconstitute, assemble or determine any system or method underlying the functioning of the Licensed Software; (vii) modify the Licensed Material or integrate it into any other software (as distinguished from interfacing the Licensed Software with Third Parties' software authorised by GIRO) or documentation; (viii) assert or claim any interest to any Intellectual Property Rights relating to the Licensed Material; (ix) use the Licensed Software in conjunction with any free and open source Third Party software in a manner that would require GIRO to disclose the source code of the Licensed Software; (x) disclose the results of any testing or benchmarking of the Licensed Software to any Third Party; (xi) remove, obscure, interfere with or modify any privacy or other proprietary notices about the Licensed Material and its control and security mechanisms; and (xii) generally, use (including copy, install, access or execute) all or any part of the Licensed Material in any manner or for any purpose other than as expressly and unambiguously authorised in this Licence Agreement.

2.5 An Upgrade to a newer version of the Licensed Software will be available subject to a *HASTUS* maintenance and support contract being signed between the Parties and paid annually by the Licensee without interruption until the year corresponding to the newer version and in accordance with the terms set out in Section 5 of the HASTUS Maintenance and Support Contract No. EVN0000390.

3. OWNERSHIP

3.1 Subject to the Licence granted to Licensee pursuant to this Licence Agreement, all rights, titles and interests, including any Intellectual Property Rights, in and to the Licensed Material, are and shall at all times remain the sole and exclusive property of GIRO.

3.2 The Licensed Software may contain or be provided with Third Party free and open libraries, software, or other components (collectively, the "**Open-Source Components**"), which may be subject to specific license terms. A list of all Open-Source Components and their specific applicable conditions are made available upon request from Licensee.

3.3 Any copy of the Licensed Material delivered by GIRO to Licensee under this Licence Agreement is licensed, not sold, by GIRO to Licensee, and any (partial or complete) copy thereof made by Licensee or by any Third Party (including any Authorised Contractor) under the supervision, control, or with the authorisation of Licensee or Authorised Contractor, shall at all times be and perpetually remain the sole and exclusive property of GIRO. Licensee shall maintain (and shall ensure that any Authorised Contractor maintains) all Intellectual Property Rights and confidentiality notices on any copy of the Licensed Material so delivered by GIRO and shall reproduce such notices on all (partial or complete) copies so made by Licensee or by any Third Party under the supervision, control, or with the authorisation of Licensee or Authorised Contractor.

3.4 Licensee acknowledges that any Breach of its obligations (including limitations, omissions or restrictions) with respect to any Intellectual Property Rights and Confidential Information of GIRO under this

Licence Agreement will cause GIRO serious and irreparable damages, the value of which will be difficult to ascertain, and that, in a such situation, GIRO shall be entitled to exercise any injunction relief or any other equivalent remedy in addition to all other remedies available to it under this Licence Agreement, any applicable law or otherwise.

3.5 All data, reports and outputs integrated and/or generated by Licensee as a result of its use of the Licensed Software (ex.: timetables) are and shall remain the exclusive property of the Licensee. Licensee acknowledges and accepts that the GIRO Group may access, obtain and/or process this data to the extent necessary to perform its services.

4. INFRINGEMENT CLAIMS

4.1 GIRO represents and warrants that it is the exclusive owner of all Intellectual Property Rights in and to the Licensed Material, except for any portion of the Licensed Software for which GIRO has been licensed by Third Parties, and, in such case, that GIRO is entitled to grant to Licensee the rights granted hereunder with respect to such licensed portion of the Licensed Software. GIRO further represents and warrants that it is not aware of any existing, potential or conflicting claim of ownership in or to the Intellectual Property Rights in the Licensed Material or any part thereof.

4.2 GIRO shall, at its own expenses, defend Licensee in any lawsuit, and pay the amount of any adverse final judgment (after any appeals) or all settlements to which GIRO consents, for any claim made by any Third Party (other than Licensee's affiliates) that any Licensed Material infringes such Third Party's copyright or registered trademark, or misappropriates its trade secrets (individually and collectively, an "**Infringement Claim**").

4.3 GIRO's obligations in respect of any Infringement Claim are subject to the following conditions: (i) Licensee must notify GIRO in writing within a time period sufficient in GIRO's reasonable opinion to enable it to properly defend against the relevant Infringement Claim and, in any event, no later than ten (10) calendar days of any such Infringement Claim; (ii) GIRO shall have sole control of the defence of such Infringement Claim and of all related actions or settlement negotiations, and will inform Licensee of the main decisions taken in the defense, and (iii) at GIRO's request, Licensee must provide GIRO with all necessary assistance, documents, information and authority (individually and collectively, "**Assistance**") to perform the above, GIRO hereby agreeing to reimburse Licensee for reasonable out-of-pocket expenses it may incur in providing such Assistance.

4.4 If an Infringement Claim has occurred or, in GIRO's reasonable opinion, is likely to occur, Licensee agrees that GIRO may, at its fully discretional option and expenses, take further action such as, but not limited to, (i) procure for Licensee the rights or licences necessary to address such Infringement Claim, or (ii) replace or modify any Licensed Material covered by such Infringement Claim, without material loss of functionality, so as to address such Infringement Claim, or, as a last recourse, (iii) terminate this Licence Agreement and return to the Licensee the Licence Fees then paid under this Licence Agreement prorated over a period of seven (7) years from the date of acceptance of the Licensed Software.

4.5 This Section 4 provides Licensee's exclusive rights and remedies for any Infringement Claim undertaken by any Third Party (other than Licensee's affiliates) for any Intellectual Property Rights, including any misappropriation of any Confidential Information (including trade secrets), under this Licence Agreement.

4.6 GIRO's obligations under this Section 4 do not apply to the extent that the relevant Infringement Claim results from: (i) any modification to any Licensed Material made by any person other than GIRO; (ii) any use of a version of the Licensed Software or of the Documentation other than the Licensed Material; (iii) any refusal or omission of Licensee to implement as soon as reasonably possible and use any Licensed Software patch or update (maintenance release) delivered or otherwise made available by GIRO to Licensee; (iv) the combination or use of any Licensed Material with any software or hardware other than that which is approved by GIRO, or in a context other than the context described in the relevant Documentation; (v) any use of the Licensed Material otherwise than, or for a purpose other than, as specified in or authorised under this Licence Agreement or the Documentation, or after GIRO has notified Licensee to discontinue such use by reason of an Infringement Claim, or (vi) any virus not introduced by the Licensed Software.

5. TERM

5.1 The Licence granted under this Licence Agreement takes effect as of the Effective Date of the Contract and, conditional on the full payment of the applicable licence fees, shall remain in force perpetually unless terminated by a Party as provided for under this Licence Agreement.

6. INSTALLATION AND SECURITY

6.1 GIRO will make available to the Licensee the Licensed Software in computer readable object code form.

6.2 Installation of the Licensed Software is limited to the Site. The Licensee shall use such physical, administrative, and technical security and protection measures as are necessary to maintain the security and integrity of the Site.

6.3 Upon request by GIRO, Licensee shall provide all relevant documentation relating to the physical, administrative, and technical security and protection measures used in connection with the Site.

6.4 The Licensee shall promptly notify GIRO of the occurrence of any security incident that may affect GIRO's Intellectual Property Rights and/or Confidential Information, in which case all communications shall be shut down and strictly limited to phone until resolution of the security incident.

7. NOT USED

8. CONFIDENTIALITY

8.1 Receiving Party shall hold in confidence all Disclosing Party's Confidential Information, at least in the same manner and to the same extent as Receiving Party's own Confidential Information, but no less than a reasonable manner, and shall not disclose, distribute, communicate, reproduce or otherwise use Disclosing Party's Confidential Information except as expressly authorised or necessary for the performance of this Licence Agreement and for GIRO's internal research and development activities in relation to its products.

8.2 Receiving Party may disclose, on a confidential basis, to its Authorised Users and, where the Receiving Party is Licensee, to its Authorised Contractor(s), only such Disclosing Party's Confidential Information that such Authorised Users and/or Authorised Contractor need to know in order to allow Receiving Party to avail itself of its rights and comply with its obligations under this Licence Agreement, provided such Authorised Users and/or Authorised Contractor are all fully legally bound by confidentiality undertakings (including limitations, omissions and restrictions) regarding access to, and use of such Disclosing Party's Confidential Information that are at least as stringent, for such Authorised Users and/or Authorised Contractor(s), as those applicable to Receiving Party under this Licence Agreement.

8.3 Receiving Party shall take all reasonable steps to safeguard the Disclosing Party's Confidential Information so as to ensure that no unauthorised person shall have access to it, and that no person authorised to have access to it shall make any unauthorised disclosure, reproduction or other unauthorised use thereof as per the terms of this Licence Agreement. Receiving Party shall promptly report to Disclosing Party any unauthorised disclosure, reproduction or other unauthorised use of Disclosing Party's Confidential Information of which Receiving Party becomes aware and shall take such further steps as may reasonably be requested by Disclosing Party to prevent unauthorised disclosure, reproduction and other unauthorised use thereof.

8.4 Notwithstanding the foregoing, Disclosing Party's Confidential Information shall not include any information which: (i) is or becomes part of the public domain through no act or omission on the part of the Receiving Party or its affiliates; (ii) is in the Receiving Party's possession, as evidenced by a writing without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure to Receiving Party under this Licence Agreement; (iii) is released from confidential treatment by a prior and express written consent of the Disclosing Party; (iv) is disclosed to the Receiving Party by a Third Party authorized to disclose such information; (v) has been independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party; or (vi) that is the subject of a disclosure order issued by a court of competent jurisdiction, provided, however, that the Receiving Party immediately notifies the Disclosing Party in writing, so that the Disclosing Party may apply for a protection order or pursue other avenues to ensure the confidential treatment of the Confidential Information.

8.5 Parties agree that disclosure of any Confidential Information prior to the Effective Date of this Licence Agreement by both Parties shall be deemed to have been subject to all restrictions and obligations incumbent upon the Parties as per the terms of this Licence Agreement.

8.6 The provisions of this Section shall survive the termination of this Licence Agreement for any reason.

9. AUTHORISED CONTRACTORS

9.1 Subject to compliance with the parameters set forth in Subsections 9.2 and 9.3 below, Licensee shall be at liberty to conclude an agreement with an Authorised Contractor.

9.2 Licensee agrees that any Authorised Contractor(s) (and their Authorised Users) are not third-party beneficiaries to this Licence Agreement and, therefore, have no right nor any recourse or remedy against GIRO, whether directly or indirectly, pursuant to this Licence Agreement or otherwise in respect of any right

as may be granted thereto by Licensee in relation to any Licensed Material or other GIRO's Confidential Information.

9.3 Licensee shall include in its agreement(s) with any Authorised Contractor all relevant terms and conditions of this Licence Agreement (such as Licensee's obligations, limitations and restrictions regarding access to, and use of any Licensed Material and other GIRO's Confidential Information) and shall ensure and be responsible for compliance with such terms and conditions by any Authorised Contractor. GIRO may at any time obtain a list of Authorised Contractor(s) by requesting such list from Licensee. In addition, GIRO may at any time request confirmation from the Licensee that the parameters set out in this section have been met.

10. NOT USED

11. LIMITATION OF LIABILITY

11.1 The liability provisions of Contract No. EVN0000390 shall apply to this Licence Agreement, with the following adjustment: the entire aggregate liability of the Party in breach or default shall not exceed the total licence fees paid by Client at the time liability arises.

12. DEFAULT AND TERMINATION

12.1 Subject to what follows, the termination provisions of Contract No. EVN0000390 shall apply to this Licence Agreement.

12.2 If Licensee commits a Breach of its obligations under Section(s) 2, 3 and/or 8 of this Licence Agreement, GIRO may terminate this Licence Agreement upon ten (10) calendar days prior written notice delivered by GIRO to Licensee, which notice may be delivered by electronic mail, by courier or otherwise.

12.3 Upon termination of this License Agreement for any reason, the license rights granted by GIRO to Licensee hereunder shall terminate immediately by operation of law. Licensee shall then immediately cease all use of the Licensed Software, all related Documentation and any of Contractor's Confidential Information, and immediately return to GIRO, or permanently delete all copies, including partial copies thereof provided by Contractor under this License Agreement.

13. NOT USED

14. NOT USED

15. NOT USED

16. NOT USED

17. GENERAL PROVISIONS

17.1 The terms and conditions of this License Agreement prevail over all conflicting terms and conditions,

express or implied, contained in any other documents such as purchase orders, standard terms, etc.

17.2 All schedules, exhibits and other written documents entered into between the Parties under the above-mentioned reference number are an integral part of this Licence Agreement. This Licence Agreement may not be modified, added, or waived or agreed to derogate from any provisions, unless evidenced by a written agreement signed by both Parties.

17.3 No Party may be presumed to have waived any right under this Licence Agreement unless such waiver is evidenced by a written agreement signed by the Party waiving a right. Any waiver is valid only for the situation and for the specific purposes for which it was granted.

17.4 The invalidity in whole or in part of one or more provisions contained in this Licence Agreement shall not affect the validity of the remaining portion of this Licence Agreement so long as the material purposes of this Licence Agreement can be determined and effectuated. If any provision of this Licence Agreement is held to be unenforceable, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Licence Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

17.5 Upon signature of this Licence Agreement, the Licensee authorises GIRO to include the Licensee's name on GIRO's published list of customers.

Licensee acknowledges that it has read this Licence Agreement, understood it, and has agreed to be bound by its terms and conditions. Further, Licensee agrees that this Licence Agreement is the complete and exclusive statement of all agreements between the Parties in respect of any subject-matter thereof and that it supersedes all prior offers or other communications, oral or written, between the Parties relating to any of its subject matter.

SCHEDULE A

LICENCE PARAMETERS

1. Licensed Software:

   Name: HASTUS
   Module(s): Vehicle, Crew, CrewOpt, MinBus, Roster-Optimize, Geo, ATP, Rider, NetPlan, NetPlan Sharing
   Version: 2025 or newer as provided for under Subsection 2.5 of this Licence Agreement

2. Transit System: Miami-Dade County Transit

3. Maximum number of Peak Vehicles and Driving and Non-Driving Employees authorised under this Licence Agreement:

Modules	Peak Vehicles	Non-Driving Employees
Vehicle	800	0
Crew	800	0
CrewOpt	800	0
MinBus	800	0
Roster-Optimize	800	0
Geo	800	0
ATP	800	0
Rider	800	0
NetPlan	800	0
NetPlan Sharing	800	0

HASTUS MAINTENANCE AND SUPPORT CONTRACT
Contract No. EVN0000390

ENTERED BETWEEN

GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE, having its principal place of business at 5800, Saint-Denis Street, Suite 1102, in the city of Montréal, Province of Québec, Canada, H2S 3L5 (hereinafter referred to as "**GIRO**"), AND

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida, United States, 33128 (hereinafter the "**Client**")

Each a "**Party**" and collectively the "**Parties**".

WHEREAS the Parties have entered into the *HASTUS* license agreement through Contract No. EVN0000390 ("**License Agreement**"); and

WHEREAS Client seeks to retain GIRO's services for the maintenance and technical support of the Licensed Software.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In addition to the terms and phrases defined elsewhere in this Contract, when used herein:

1.1 "**Authorised Contractor**" means a Third Party other than a Competitor who is party to an agreement with Client under which such Third Party incurs the obligation to provide services to Client requiring access to and/or use, by such Third Party (or by its employees who are Authorised Users), of any Licensed Material and/or of any other GIRO's Confidential Information, provided such agreement includes provisions (including limitations and restrictions) regarding access to, and use of any such Licensed Material and other GIRO's Confidential Information, by such Third Party (and by any employees who are Authorised Users), that are at least as stringent as those applicable to Client under this Maintenance Contract.

1.2 "**Authorised User**" means any individual who, at the relevant time, is an employee of Client or of an Authorised Contractor and who needs to access to and use the Licensed Material on behalf of Client or of such Authorised Contractor in the manner and for the purposes for which such Licensed Material is licensed to Client under the Licence Agreement.

1.3 "**Breach**" means any breach or default by a Party of its obligations under this Maintenance Contract.

1.4 "**Business Day**" shall have the meaning set forth in Schedule "A".

1.5 "**Business Hours**" shall have the meaning set forth in Schedule "A".

1.6 "**Competitor**" means any Third Party developing, licensing or otherwise offering any software which competes with all or part of the Licensed Software or other GIRO product, as determined by GIRO in its reasonable discretion.

1.7 "**Complementary Material**" means recorded training sessions and workshops as well as tutorials video on the Licensed Software.

1.8 "**Confidential Information**" means: (i) in relation to GIRO: (a) the Licensed Material; (b) any specifications (including their implementation in the Licensed Software), and (c) the terms and conditions of this Maintenance Contract, and (ii) in relation to Client: any Client's data processed by the Licensed Software and to which GIRO may have access, and (iii) in relation to any of the Parties: any other information that a Party ("**Disclosing Party**") may disclose or otherwise provide to the other ("**Receiving Party**") that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by Third Parties, and is the subject of efforts from Disclosing Party to maintain its secrecy, whether or not such information is disclosed orally, in writing or in any other tangible or electronic form and includes, but is not limited to, technical, financial or business know-how and all technical, marketing, pricing, financial and other business data and information of the Disclosing Party.

1.9 "**Defect**" means a support request or any reproducible programming error affecting the Licensed Software so that it does not materially function and perform according to the description given in the Documentation and when the said error affects the use of the Licensed Software.

1.10 "**Documentation**" means the technical and functional specifications, user and technical guides, training material, and any other written material bearing copyright markings relating to the Licensed Software provided by GIRO to the Client pursuant to the terms of this Maintenance Contract.

1.11 "**Effective Date**" means the earliest date upon which the Licensed Software, or a portion thereof, is accepted by Client following successful completion of user acceptance testing (or the date upon which "**System Acceptance**" occurs, as this term is defined under Contract No. EVN0000390).

1.12 "**GIRO Group**" means GIRO, its subsidiaries, representatives and consultants who are subject to appropriate confidentiality obligations.

1.13 "**Licensed Material**" means, collectively, the Licensed Software, Documentation and Complementary Material.

1.14 "**Licensed Software**" means the licensed modules and version of the *HASTUS* Licensed Software used by the Client in production defined in the Licence Agreement.

1.15 "**Maintenance Contract**" means this document and all the annexed schedules, appendices, and exhibits, together with any future written and executed amendments.

1.16 "**Personal Data**" means any information relating to an identified or identifiable natural person.

1.17 "**Priority 1 Defect**" means a Defect observable in the production environment of the Client (i) that prevents the Licensed Software or a critical part thereof from being operational for a significant number of users, and (ii) that completely disrupts the operations of the Client.

1.18 "**Priority 2 Defect**" means a Defect observable in the production environment of the Client (i) that prevents the Licensed Software or a substantial or essential part of the Licensed Software from being operational for a significant number of users, and (ii) that causes serious disruption to the operations of the Client.

1.19 "**Priority 3 Defect**" means a Defect observable in the production environment of the Client (i) that prevents a non-substantial or non-essential part of the Licensed Software from being operational, and (ii)

that causes minor disruption to the operations of the Client.

1.20 "**Priority 4 Defect**" means a Defect observable in the production environment of the Client (i) that prevents a non-substantial or non-essential part of the Licensed Software from being operational, and (ii) that causes no disruption to the operations of the Client or a Defect that does not affect the production environment of the Client. Also refers to any support request detailed in Section 2.5.

1.21 "**Resolution**" means the provision by GIRO to Client of a reasonable correction or workaround to a Defect. GIRO's provision of a workaround to a Defect shall result in the reclassification of such Defect.

1.22 "**Third Party**" means any person other than a Party to the Maintenance Contract.

1.23 "**Update**" means a maintenance release that is version of the Licensed Software consisting in correction of Defects without enhancements, added functionalities or new features.

1.24 "**Upgrade**" means a version of the Licensed Software characterised by enhancements, added functionalities or new features.

2. SERVICES PROVIDED

2.1 GIRO will provide the Client with the maintenance and technical support services described in this Section beginning on the Effective Date and conditionally on payment by Client of annual maintenance and support fees set out in Section 8. Maintenance Services are provided during Business Days and Business Hours, with the exception of Priority 1 Defect diagnosis and correction services which are provided 24/7.

2.2 GIRO will provide the Defects diagnosis and correction services set forth in Schedule "A" in accordance with the service levels set forth in such Schedule (the "**Maintenance Services**"). The provision by GIRO of a workaround to a Defect shall result in the reclassification of such Defect. The service levels shall be considered as nonbinding targets from the Effective Date of this Maintenance Contract and until a period of ninety (90) days following the production use in an operational context of the Licensed Software has lapsed (the "**Service Level Observation (SLO) Period**"). A similar SLO Period shall occur for a period of ninety (90) days following the production use in an operational context of any Upgrade, any new module of the Licensed Software, or any agreed major Change Request. At Client's request, GIRO may provide a monthly report of the Maintenance Services provided under this paragraph.

2.3 Any Defect shall be reported and documented by the Client in GIRO service portal. For Priority 1 Defects, Client shall also call GIRO's service center at the number provided by GIRO to Client.

2.4 Defects resulting wholly or partially from one or several of the following causes are excluded from the Maintenance Services: (i) use of the Licensed Software that is contrary to any term of the Licence Agreement, (ii) any addition or modification to any data included in any database which have not been done via the Licensed Software and without GIRO's prior written approval, (iii) additions and/or modifications (including changes to system setting files or material changes to hardware infrastructure) which are made to the Licensed Software by other than GIRO's personnel except if these additions and/or modifications have been done with prior approval by GIRO, (iv) a change to an unsupported version of the operating system or database management system, (v) any refusal or failure by Client to implement and use, as soon as reasonably possible, any patches or Update, (vi) failure to supply the necessary facilities for correct operation of the Licensed Software, (vii) any use or combination (including the execution) of the Licensed Software with any Third Party software (such as, but not limited to, an operating system, a database management system or a Web browser) and/or Third Party hardware other

than such version(s) of such Third Party software (with all Updates and patches thereto then available) and/or such Third Party hardware that has been authorised in writing by GIRO, and (viii) any accident, disaster, abuse, misuse, abnormal use or virus that does not result from a security breach in the Licensed Software.

2.5 GIRO Group shall provide technical and functional support (the "**Technical Support Services**") on the Licensed Material by telephone and e-mail on Business Days during Business Hours to Client's Designated Person (defined in Subsection 6.3). Support includes answers to questions about the modules and features of the Licensed Software on which Client's current users have been trained, the content of the specification document agreed to by the Parties (features, configurations, OIGs, web services if applicable, etc.), the environment(s) described in the Technical Architecture Document, the optimization of the Licensed Software, and the installation of Updates. Support excludes, inter alia, answers to questions about modules and features of the Licensed Software for which no training has been provided by GIRO, answers to questions about the environment(s) not documented in the Technical Architecture Document, answers to questions resulting from a change in the Client's rule or union agreement, the investigation by GIRO of a problem when the infrastructure of the Client does not respect GIRO's recommendations, problems related to Third Party software, and requests for modification of the Licensed Software.

2.6 Upon reasonable notice to Client, GIRO reserves the right to invoice Client at GIRO's then current standard daily services rates any time spent by GIRO and, as the case may be, any expenses incurred by GIRO in order to support, locate, reproduce, diagnose, or correct (i) any problem reported by Client to GIRO as being a Defect and which is ultimately determined in GIRO's reasonable opinion not to be a Defect, (ii) any Defect which is ultimately determined in GIRO's reasonable opinion to result in whole or in part from one or several of the causes set forth in Subsection 2.4 of this Maintenance Contract, or (iii) any request for support that relates to a subject not covered by the support described in Subsection 2.5 of this Maintenance Contract.

2.7 Subject to the payment of the fees specified in Section 8, GIRO will provide the Client with a bank of 5 person-days of GIRO staff time per year. This time can be used for services including, but not limited to, to perform tests on system operation, to make modifications to the Licensed Software, to train personnel on the Client's premises, and to approve additions and/or modifications made by the Client. The use of these person-days is determined by the Client (the "**Bank of Person-Day**"). Non-used person-days can be accumulated and used in subsequent years as long as this Maintenance Contract is renewed by the Client without interruption. The time needed by GIRO personnel to perform modifications requested by the Client under this Maintenance Contract and that are not Defects as defined in the present Maintenance Contract will be deducted from this bank.

2.8 If there are no remaining person-days available in the Bank of Person-Day and the Client wishes to receive benefits that are not covered by this Section 2, the time necessary to perform any work requested by the Client will be charged to the Client by GIRO according to current rates for GIRO's personnel. The daily rates will be communicated to the Client before starting the work.

3. TERM

3.1 This Maintenance Contract shall take effect as of the Effective Date and, subject to an earlier termination as provided for under this Maintenance Contract, shall remain in force for an initial term of twelve (12) months (the "**Initial Term**") and shall thereafter tacitly and automatically be renewed for four consecutive additional renewal term(s) of twelve (12) months each (each, a "**Renewal Term**"), for five (5) years total, unless and until Client provides to GIRO a prior written notice of its intention not to renew this

Maintenance Contract for the next Renewal Term at least two (2) months prior to the coming into force of such next Renewal Term (each of the Initial Term and, as applicable, of any Renewal Term(s) being individually referred to an "**Annual Term**"). Client may then opt to extend the Maintenance Contract for no more than five (5) additional and optional Renewal Terms of twelve (12) months each, for ten (10) years total.

4. PERFORMANCE OF THE SERVICES

4.1 GIRO shall, in co-operation with the Client and subject to the terms and conditions of this Maintenance Contract, have the exclusive right to control and direct the manner and means by which the services are performed under this Maintenance Contract and shall take full responsibility for the services provided by it.

4.2 GIRO's employees performing the services shall throughout the term of this Maintenance Contract be deemed to be employees of GIRO for all purposes and shall not be deemed to be employees, representatives or agents of the Client for any purpose.

4.3 Unless otherwise agreed by the Parties, where the services require discussions or the transmission of information between the Parties, such discussions or transmission shall be carried out by the use of telecommunication means, each Party being solely responsible for the payment of all telecommunication charges incurred for communication between the Parties and initiated by such Party in the performance of the services.

5. ENTITLEMENTS AND BENEFITS INCLUDED

5.1 Client is entitled to be provided with one or several Update(s) at no additional fees as long as the Maintenance Contract is in effect.

5.2 In order to facilitate future Upgrades and Updates of the Client's version of the Licensed Software, GIRO shall replicate and maintain all Client customizations and configurations in each annual Upgrade of the Licensed Software. Any changes ordered by the Client pursuant to Section 7 shall also be included in such URP maintenance version of the Licensed Software.

5.3 Provided this Maintenance Contract has remained in force between the Parties and that the Maintenance Fees have been paid without interruption since the initial delivery of the Licensed Software, Client shall be entitled to an Upgrade of the Licensed Software (and related Documentation) approximately every two (2) years following Final Acceptance (as this term is defined under Contract No. RFP-EVN0000390). The Parties shall agree on the exact delivery date of any Upgrade. Any changes ordered by Client pursuant to this Agreement shall also be included in such Upgrade.

5.4 No additional services shall be provided by GIRO with respect to any Upgrade of Licensed Software. Should County require services, for example, onsite presence for Go-Live, configuration of new features and any training with respect to the Upgraded Licensed Software, the performance of such additional services shall utilize Client's Bank of Person-Days or be performed at the GIRO's then current daily personnel rates. The Parties shall agree on all aspects related to such additional services prior to their delivery.

5.5 To the extent that the Geo module is included in the Licensed Software, payment of the fees for a given Annual Term entitles Client to the support required to be assisted in one (1) conversion of the

geographical data during such Annual Term. Any additional services that may need to be provided by GIRO as a result of a change of geographic data supplier, product or format are not covered by the Maintenance Contract, but may be provided by GIRO pursuant to a Change Request under Contract No. RFP-EVN0000390.

6. CLIENT OBLIGATIONS

6.1 The Client agrees to supply GIRO Group with a method to access the installed Licensed Software remotely solely for maintenance and support purposes provided under this Maintenance Contract.

6.2 Client shall migrate to production as soon as reasonably possible any Update and no later than three (3) months after the Update has been delivered or made available by GIRO to Client.

6.3 Client shall designate a person responsible for the use of the Licensed Software at Client to be Client's primary contact for support requests to GIRO ("**Designated Person**"). The Designated Person must be adequately trained on the Licensed Software.

6.4 Client undertakes to anonymize, redact and/or remove all Personal Data contained in databases, files or other communications to GIRO unless such Personal Data is required for the provision of the Maintenance or Technical Support Services.

7. CHANGE REQUEST PROCEDURE

7.1 Client may submit to GIRO a reasonable number of change requests for modifications on the Licensed Software or additional services related to the Licensed Software ("**Change Request**").

7.2 GIRO shall review the Change Request submitted by the Client and shall send to the Client, as soon as reasonably possible, a preliminary estimate stating the minimum and maximum number of GIRO work days involved to effect the requested change (the "**Initial Estimate**") and a timeframe to provide a detailed analysis of the Change Request. The Client shall confirm whether or not GIRO should proceed with a detailed analysis of the Change Request based on the Initial Estimate.

7.3 Following confirmation received from the Client pursuant to the process detailed in Subsection 7.2, GIRO shall provide a written document stating whether GIRO agrees to such Change Request, wholly or partially and, if so, detailing, in a sufficient manner, the conditions associated with the performance of the Change Request to the extent agreed by GIRO ("**Detailed Proposal**").

7.4 Client shall, within fourteen (14) calendar days (or such other time period as may be set forth in the relevant Detailed Proposal) following receipt of such Detailed Proposal, send to GIRO a written document, dated and signed, stating whether GIRO's Detailed Proposal is either accepted (a "**Change Order**") or refused by Client.

7.5 Client shall pay the reasonable costs incurred by GIRO for the preparation of the Detailed Proposal. No cost is applicable for the preparation of the Initial Estimate.

8. SUPPORT AND MAINTENANCE FEES

8.1 In consideration for the Maintenance and Technical Support Services provided and rights granted by GIRO to Client pursuant to Section 2 of this Maintenance Contract, Client shall pay to GIRO the

maintenance and technical support fees set forth in Contract No. RFP-EVN0000390 (the "**Maintenance Fees**").

8.2 GIRO shall invoice the Maintenance Fees for the relevant Annual Term one (1) month prior to the beginning of such Annual Term and these fees shall be due at the beginning of such Annual Term.

8.3 The Maintenance Fees and all other fees indicated herein are exclusive of any taxes (including but not limited to any sales, value-added or goods and services taxes), and any other governmental charges or bank fees imposed upon Client as a result of the payment of the Maintenance Fees. All such taxes, fees, or charges shall be payable by the Client in addition to the Maintenance Fees.

8.4 GIRO reserves the right to suspend the Maintenance and Technical Support Services for non-payment of the Maintenance Fees after an initial reminder has been sent to the Client.

9. SERVICES WARRANTY

9.1 GIRO warrants to Client that the Maintenance and Technical Support Services will be performed in a professional manner and in accordance with generally accepted industry standards (the "**Services Warranty**").

9.2 Client agrees that GIRO's sole liability and Client's sole remedy with respect to any Breach of the Services Warranty shall be, where Client sends to GIRO a reasonably detailed written notice of any perceived material Breach of such Services Warranty, the re-performance of the defective Maintenance and Technical Support Services, at GIRO's expenses, so that they comply with the Services Warranty.

10. CONFIDENTIALITY

10.1 Receiving Party shall hold in confidence all Disclosing Party's Confidential Information, at least in the same manner and to the same extent as Receiving Party's own Confidential Information, but not less than with reasonable care, and shall neither disclose, distribute, communicate, reproduce or otherwise use Disclosing Party's Confidential Information except as expressly authorised in this Maintenance Contract and for GIRO's internal research and development activities in relation to its products.

10.2 Receiving Party may disclose, on a confidential basis, to its Authorised Users and, where the Receiving Party is Client, to its Authorised Contractor(s), only such Disclosing Party's Confidential Information that such Authorised Users and/or Authorised Contractor(s) need to know in order to allow Receiving Party to avail itself of its rights and comply with its obligations under this Maintenance Contract, provided such Authorised Users and/or Authorised Contractor(s) are all fully legally bound by confidentiality undertakings (including limitations, omissions and restrictions) regarding access to, and use of such Disclosing Party's Confidential Information that are at least as stringent, for such Authorised Users and/or Authorised Contractor(s), as those applicable to Receiving Party under this Maintenance Contract.

10.3 Receiving Party shall take all reasonable steps to safeguard the Disclosing Party's Confidential Information so as to ensure that no unauthorised person shall have access to it, and that no person authorised to have access to it shall make any unauthorised disclosure, reproduction or other unauthorised use thereof as per the terms of this Maintenance Contract. Receiving Party shall promptly report to Disclosing Party any unauthorised disclosure, reproduction or other unauthorised use of Disclosing Party's Confidential Information of which Receiving Party becomes aware and shall take such further steps as may reasonably be requested by Disclosing Party to prevent unauthorised disclosure,

reproduction and other unauthorised use thereof.

10.4 Notwithstanding the foregoing, Disclosing Party's Confidential Information shall not include any information which: (i) is or becomes part of the public domain through no act or omission on the part of the Receiving Party or its affiliates; (ii) is in the Receiving Party's possession, as evidenced by a writing without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure to Receiving Party under this Maintenance Contract; (iii) is released from confidential treatment by a prior and express written consent of the Disclosing Party; (iv) is disclosed to the Receiving Party by a Third Party who is authorised to disclose the information, (v) was developed independently by the Receiving Party without access to any Confidential Information of the Disclosing Party; or (vi) that Receiving Party is required to disclose pursuant to a disclosure order by a court of competent jurisdiction, provided, however, that the Receiving Party immediately notifies the Disclosing Party in writing so that the Disclosing Party may seek a protective order or pursue other solution to ensure the confidential treatment of the Confidential Information.

10.5 The Parties agree that disclosure of any Confidential Information prior to the Effective Date of this Maintenance Contract by both Parties shall be deemed to have been subject to all restrictions and obligations incumbent upon the Parties as per the terms of this Maintenance Contract.

10.6 The provisions of this Section shall survive the termination of this Maintenance Contract for any reason.

11. LIMITATION OF LIABILITY

11.1 The liability provisions of Contract No. RFP-EVN0000390 shall apply to this Maintenance Contract, with the following adjustment: the entire aggregate liability of the Party in breach or default shall not exceed the total Maintenance Fees paid by Client during the Annual Term in which the liability arises.

12. DEFAULT AND TERMINATION

12.1 Except as otherwise provided in this Maintenance Contract, in the event of a Breach by one Party ("**Breaching Party**"), the other Party ("**Affected Party**") shall deliver a Notice of Breach to the Breaching Party and, unless such Breach or default is cured within thirty (30) calendar days from the date of delivery of such Notice of Breach ("**Cure Period**"), then the Affected Party may:

12.1.1 terminate this Maintenance Contract by giving written notice to the Breaching Party at any time after the expiration of the Cure Period ("**Termination Notice**"), in which event this Maintenance Contract shall automatically terminate without judicial or other proceedings as of the date of delivery of such Termination Notice; and

12.1.2 exercise any other rights or remedies available to the Affected Party under this Maintenance Contract, applicable law and otherwise as a result of such Breach.

12.2 Client may terminate this Maintenance Contract without cause or for discretionary reasons provided that it notifies GIRO at least two (2) months prior to the expiration of the current Annual Term. The termination shall be valid for the following Annual Term.

12.3 This Maintenance Contract shall automatically terminate upon termination of the Licence Agreement.

12.4 GIRO may terminate this Maintenance Contract within thirty (30) calendar days, by giving prior written notice to the Client, in the event of obsolescence of any Third-Party software which renders maintenance of the Licensed Software impossible or in the event of non-payment of fees in accordance with Section 8.

13. NOT USED

14. EXCLUSIVE SERVICE PROVIDER

14.1 During and at all times after the term of this Agreement, GIRO shall be the exclusive provider of the Maintenance and Technical Support Services. The Client shall not be entitled to obtain or accept similar services from other providers unless it has obtained GIRO's prior written consent.

15. GENERAL PROVISIONS

15.1 The terms and conditions of this Maintenance Contract prevail over all conflicting terms and conditions, express or implied, contained in any other documents such as purchase orders, standard terms, etc.

15.2 Time is of the essence of each provision of this Maintenance Contract.

15.3 The schedules, exhibits and other written documents entered into between the Parties under the above-mentioned reference number are an integral part of this Maintenance Contract. This Maintenance Contract may not be amended, supplemented, waived or agreed to be waived unless evidenced by a written agreement signed by both Parties.

15.4 No failure on the part of any Party to exercise, and no delay in exercising any right under this Maintenance Contract shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other further exercise of such right or the exercise of any other right.

15.5 The invalidity of one or more of the provisions contained in this Maintenance Contract shall not affect the validity of the remaining portion of this Maintenance Contract so long as the material purposes of this Maintenance Contract can be determined and effectuated. If any provision of this Maintenance Contract is held to be unenforceable, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Maintenance Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

15.6 The Client acknowledges that he has read this Maintenance Contract, understood it, and has agreed to be bound by its terms and conditions. Further, the Client agrees that it is the complete and exclusive statement of the Maintenance Contract between the Parties and that it supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to its subject matter.

SCHEDULE A

DIAGNOSTIC AND CORRECTION SERVICESS

Service Levels and Description

Defect Priority Levels	Response Time	Resolution Time*
1	Within one (1) hour after Client has reported the Defect.	Within eight (8) hours after Client has reported the Defect.
2	Within two (2) Business Hours after Client has reported the Defect.	Within eight (8) Business Hours after Client has reported the Defect.
3	Within one (1) Business Day after Client has reported the Defect.	As part of a subsequent Update, which shall be identified and designated by mutual agreement of the Parties.
4	Within three (3) Business Days after Client has reported the Defect.	As part of a subsequent Update.

* Resolution times exclude the time during which GIRO is waiting for information or a database from the Client.

Service Levels Parameters

"**Business Hours**" means from 9:00 a.m. to 5:00 p.m. in the Client's time zone during a Business Day.

"**Business Day**" means any day that is not a Saturday, Sunday or any of the following statutory holidays for the Client:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Law Enforcement Appreciation Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

APPENDIX A2 – INFORMATION TECHNOLOGY SECURITY MATRIX

VERSION 102023

H.R. 5515

In accordance with US House of Representatives H.R. 5515 "National Defense Authorization Act for Fiscal Year 2019" House Bill, the Solution shall not utilize products or services from the manufacturers listed therein.

Use of Miami-Dade County Data and Systems:

1. **Access Control:** Miami-Dade County (MDC) employees, system users, contractors or those operating on their behalf are prohibited from incorporating or using AI-enabled services in such a way that Miami-Dade County data is uploaded or made available for data mining or usage. Uploading, copying, sharing, or transmitting any sensitive Miami-Dade created or managed data via methods or software not explicitly allowed are prohibited. This includes any PCI, PII, HIPAA, CJIS or other data that is created or managed by or on behalf of Miami-Dade County. Access controls are to be guided by the Miami-Dade County Enterprise Security Policy. The MDC Enterprise Security Policy is available to responsive bidders or upon request approved by the MDC Enterprise Security Office.

2. **Data Protection:** All data processed by Cloud-based or AI-enabled technologies must be protected from unauthorized access, theft, and misuse. Data must be encrypted in transit and at rest, and access controls should be in place to ensure that only authorized users can access the data. Data should be stored securely, and backups must be kept in a secure location. Usage of said data by the Cloud or AI provider must be communicated and agreed to, with consideration to transparency and with human oversight of use and potential abuse or misuse.

3. **Monitoring:** Any Cloud-based or AI-enabled technologies must be monitored for unusual activity or unauthorized access. Logs and alerts should be reviewed regularly, and security analytics should be used to identify potential threats or hallucinations.

4. **Vulnerability Management:** Any Cloud-based or AI-enabled technologies must be regularly assessed for vulnerabilities and weaknesses. Regular vulnerability scans and penetration testing must be conducted, and security assessments must be performed to identify areas of improvement.

5. **Incident Response:** Abuse or misuse to the extent that it engenders the security or privacy of Miami-Dade County citizens, users, data, personnel, or facilities must be reported according to the Miami-Dade County Enterprise Security Office Incident Response Plan.

6. **Training and Awareness:** All employees must receive training on the secure use of any Cloud-based or AI-enabled technologies. This should include best practices for data protection, access controls, and incident response.

7. **Compliance:** Any Cloud-based or AI-enabled technologies must be compliant with relevant laws and regulations, such as GDPR, HIPAA, and CCPA as well as compliant with Miami-Dade County Security Policy and the overall policies and procedures of Miami-Dade County. Regular audits should be conducted to ensure compliance.

8. **Risk Management:** A risk management program should be in place to identify and mitigate risks associated with the use of any Cloud-based or AI-enabled technologies. Risks should be regularly assessed, and appropriate controls should be put in place to mitigate those risks.

9. **Coordinated Vulnerability Disclosure:** Miami-Dade County follows a vulnerability disclosure model in which a vulnerability or an issue is disclosed to the public only after the responsible parties have been allowed sufficient time to patch or remedy the vulnerability or issue.

The Proposer is requested to enter a code in the space provided that best corresponds to the intended response for the requests listed. Comments that further clarify how the functionality is addressed should be included in the Response Comments column.

The acceptable codes are as follows:

"Y" – Will be FULLY met (without configuration or modification).

"C" – Will be met via configuration (without changing base source code).

"M" – Will be met via modification of the base source code.

"N" – Will not be met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or N/A in any box will be interpreted as an "N".

Functionality		Meet (Y/C/M/N)	Module / Detailed Explanation
1	Type of Data Processed (PII, PCI, PHI, HR, CJIS, HIPAA, Financial, etc.): Remove any that do not apply: ○ None of them apply.	Y	GIRO Inc. will not be managing any data for Miami-Dade County.
2	Has the system had a SOC-2 or other risk assessment been performed within the last 12 months.	Y	GIRO Inc. is currently being audited to obtain its ISO/IEC27001 certification, which includes the scope of its secure software development lifecycle (SDLC). GIRO Inc. has a SOC-2 audit report, but the scope is only for its Cloud Hosting System. GIRO is proposing an on-premises solution for Miami-Dade.
3	Solution uniquely identifies each user.	Y	Users have distinct credentials to log on to the system. Credentials are defined and managed by the client, in AD.
4	Solution provides integration with Microsoft Active Directory or Azure Active Directory for user authentication of Internal users. (ADFS, FIM, MIM)	Y	The solution integrates with AD.
5	Solution can be installed and maintained in accordance to the Microsoft Enterprise Access Model. https://docs.microsoft.com/en-us/windows-server/identity/securing-privileged-access/securing-privileged-access-reference-material	Y	
6	Solution can be installed and maintained in accordance to the principle of least privilege for Operating systems.	Y	The principle of least privilege (PoLP) is applied throughout the GIRO solution deployment and maintenance tools. With our proposed on-premises installation, it is the responsibility of the client to manage operating

			systems and so to apply the PoLP for operating systems.
7	Solution can be installed and maintained in accordance to the principle of least privilege for Database systems.	Y	GIRO provides database creation and maintenance guidelines to optimize the performance of its software. Creation and maintenance of the database system is the responsibility of the client. It is the responsibility of the client to apply the least privilege principles.
8	Solution uniquely identifies each process (system, service, Managed Service Accounts) account.	Y	The client can choose distinct accounts for Windows service, interactive users, and administrators of the solution. Those must all be part of a Windows domain.
9	Solution supports scheduled password rotation of process (system, service, Managed Service Accounts) accounts.	Y	Note that such password expirations will cause the system to fail. Moreover, updating passwords will cause minimal downtime to the solution; for instance, Windows services need to be restarted. It is the responsibility of the client to put in place operational procedures to ensure password updates are applied in a way that minimizes downtime.
10	Default System accounts are either disabled or capable of being renamed. (e.g. administrator/admin, guest)	Y	System accounts are not used by the solution.
11	Accounts are automatically disabled after a configurable period of inactivity (e.g. 90 days).	Y	As accounts are defined by the client, it is the responsibility of the client to configure such a policy. Note that account deactivations will cause the system to fail. It is the responsibility of the client to put in place operational procedures to ensure account deactivations do not cause downtime.
12	Solution utilizes account passwords for authentication.	Y	With our on-premises installation, all accounts are defined in AD, by the client. Password policies are defined and enforced by the client.

13	Account Password complexity is configurable to allow for a minimum of 14 characters comprised of upper and lower alpha, numeric and special characters (e.g. !, @, #, $, %, &, *)	Y	All accounts are defined in AD, by the client. Password policies are defined and enforced by the client.
14	Passwords are suppressed (not echoed back) when entered by users.	Y	
15	Solution supports Multi-Factor Authentication (MFA)	Y	All accounts are defined in AD, by the client. Password policies are defined and enforced by the client.
16	User login credentials (user account/password) are encrypted in transmission with a minimum of AES 256 bit encryption	Y	User login goes through Remote Desktop Services, so Kerberos. It is the responsibility of the client to configure the Windows Server encryption type for Kerberos.
17	Solution supports password history functionality whereby password re-use is prohibited for a configurable number of prior passwords of at least 10.	Y	All accounts are defined in AD, by the client. Password policies are defined and enforced by the client.
18	Solution supports administrative passwords aging of 30 days.	Y	All accounts are defined in AD, by the client. Password policies are defined and enforced by the client.
19	Administrative accounts have the capability of resetting passwords	Y	All accounts are defined in AD, by the client. Password resets are managed by the client.
20	Solution provides user self-service password reset functionality utilizing a challenge and response authentication	Y	All accounts are defined in AD, by the client. Self-service password reset facilities are managed by the client.
21	Solution includes self-service challenge and response that are comprised of 8 challenge questions and stores user's responses during registration. Responses must be stored with a minimum of AES 256 bit encryption.	N	This is not applicable, as the responsibility of implementing authentication rests in the client's hands.
22	Solution includes self-service password reset that presents user with a configurable number of random challenge questions which when answered correctly will enable the password to be reset.	N	This is not applicable, as the responsibility of implementing authentication rests in the client's hands.
23	Solution supports the ability to limit unsuccessful login attempts to 5. If the number of unsuccessful login attempts is exceeded, system locks out or disables user account.	Y	All accounts are defined in AD, by the client. Password policies are defined and enforced by the client.
24	Solution supports limiting concurrent user sessions to 1 by default, and the number of concurrent user sessions is configurable by administrators.	Y	User session management is configured and managed in Windows Server, by the client.
25	Solution provides administrative capability to lock or disable accounts whenever necessary.	Y	All accounts are defined in AD, by the client. Locking or disabling accounts is enforced by the client.
26	Solution supports the display of a configurable warning, pre-login banner during solution login indicating that unauthorized access is prohibited.	Y	Pre-login banners are defined in Windows, by the client.

27	Solution supports the ability to manage users based on group membership. (role based privileges) in addition to assigning/revoking specific user based privileges	Y	All accounts and groups are defined and managed in AD, by the client.
28	Solution provides tools and reporting to enumerate user rights/privileges, group membership, access to locations/functions or user profiles	Y	All accounts and groups are defined and managed in AD, by the client. Reporting user rights and groups is under the responsibility of the client. Access to functions and data within the solution is defined within the solution itself. Reporting is available.
29	Solution provides audit logging capability which captures successful logins, unsuccessful logins, records viewed, printed, added, deleted or modified and has the capability to retain logs for a period of 5 years plus current.	Y	Login is done through Windows services. Configuration and management of audit trails is under the responsibility of the client.
30	Solution audit logs captures date and time, user account, source IP address, audit event and success or failure of event	Y	Login is done through Windows services. Configuration and management of audit trails is under the responsibility of the client.
31	Solution prohibits administrators from disabling the audit mechanism.	Y	Login is done through Windows services. Configuration, management, and protection of audit trails are under the responsibility of the client.
32	Solution ensures the audit log is protected from unauthorized access. (i.e. logs are capable of simultaneously being sent to a logging server or SIEM in addition to being maintained locally)	Y	Audit trail configuration and management is the responsibility of the client. Protecting logs is the responsibility of the client as well.
33	Solution prevents users or administrators from editing the audit log. (modifying, deleting or adding log entries)	Y	Audit trail configuration and management is the responsibility of the client. Protecting logs is the responsibility of the client as well.
34	Solution provides for software version controls to prevent outdated versions of software access to DBMS.	Y	The solution prevents users from starting a session if the client version differs from the database version.
35	Solution generates outbound alerts and notifications. Explain what data is contained in said messages (e.g. email alerts, automated reports, SMNP traps).	Y	The data contained in outbound alerts and notifications depends on the specific system or application generating them. Generally, these messages include critical information about events, errors, or status changes. For example, email alerts might convey details about system failures. The content is tailored to the purpose of the alerting system and the type of

			information deemed essential for timely action or awareness.
36	If Solution's database is relational, referential integrity is enforced by the RDBMS	N	As a design choice, GIRO's solution does not implement business logic at the database level. Amongst reasons, this strategy facilitates the evolution of the software and renders agnostics to such considerations at the DBMS level.
37	Solution prohibits users, developers, DBA's or system administrators from making changes to posted, completed or closed transaction records.	N	Users, developers, and system administrators can be prevented from altering database records, mostly by preventing them from direct access to the DBMS. However, at some point, DBAs will have to have access and so, they could potentially alter the database itself, and alter eventual audit trails. The client should restrict direct access to the database to a minimum.
38	Solution provides rollback processes incorporated into the database for all critical transactions	Y	All database writing are done through database transactions, using the DBMS's capabilities. This provides rollback capacity.
39	Solution ensures that sensitive data (data that falls under the scope of **FSS 539.003,** CJIS, PII, SOX, HIPAA, and PCI requirements) is encrypted during transmission over the client's network (minimum AES 256-bit encryption)	Y	It is the responsibility of the client to configure encryption of data in transit. GIRO can provide guidance as to how to configure the solution to achieve this.
40	Solution ensures that sensitive information (data that falls under the scope of **FSS 539.003**, CJIS, PII, SOX, HIPAA, and PCI) which is vulnerable to unauthorized access, encrypted while in storage (minimum AES 256-bit encryption)	Y	It is the responsibility of the client to configure encryption of data at rest. GIRO can provide guidance as to how to configure the solution to achieve this.
41	Solution ensures that Is sensitive information (data that falls under the scope of **FSS 539.003,** CJIS, PII, SOX, HIPAA and PCI) encrypted for transmission over external networks or connections. (minimum AES 256-bit encryption)	Y	It is the responsibility of the client to configure encryption of data in transit outside of the solution.
42	If Cloud Hosted, Solution is hosted in an audited data center complying with ISO 27001, SAS 70, SSAE 16 or SOC2 or3 audit standards. (please provide copy of most recent audit)	Y	GIRO proposes an on-premises hosted installation as the solution.
43	If Cloud Hosted, Solutions has controls in place which prohibit Hosting or Solution's employees or 3rd party vendor technical support personnel access to or the ability to access, view or modify customer confidential data in compliance with **FSS 536.003**. Please describe controls used to ensure	Y	GIRO proposes an on-premises hosted installation as the solution.

	data confidentiality, including encryption and key storage mechanisms.		
44	If Cloud Hosted, Solution is a high availability solution with either active-active or active-passive failover between geographically diverse data centers	Y	GIRO proposes an on-premises hosted installation as the solution.
45	If Cloud Hosted, System and data is physically located within the Continental United States.	Y	GIRO proposes an on-premises hosted installation as the solution.
46	If Cloud Hosted, System is accessible from the County network and Proxy infrastructure	Y	GIRO proposes an on-premises hosted installation as the solution.
47	If Cloud Hosted, System encrypts all sessions from initiation to termination using validated encryption ciphers (TLS 1.2 or higher)	Y	GIRO proposes an on-premises hosted installation as the solution.
48	If Cloud Hosted, Solution is scanned for vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as Nessus, Qualys etc. Monthly vulnerability reports must be shared with the County.	Y	GIRO proposes an on-premises hosted installation as the solution.
49	Solution must be regularly patched with appropriate OS/database/application security patches within 30 days of vendor release.	Y	HASTUS software will be installed on, configured, and operated by the Miami-Dade County network. GIRO Inc. has no responsibility for operating and ensuring security maintenance of the HASTUS software.
50	Solution must have “Critical” security patches applied within 7 (seven) calendar days of release from vendor.	Y	HASTUS software will be installed on, configured, and operated by the Miami-Dade County network. GIRO Inc. has no responsibility for operating and ensuring security maintenance of the HASTUS software.
51	Solution must be maintained on current supported release of OS/database/applications. End of Life (EOL) versions will be upgraded prior to end of vendor support date.	Y	HASTUS software will be installed on, configured, and operated by the Miami-Dade County network. GIRO Inc. has no responsibility for operating and ensuring security maintenance of the HASTUS software.
52	Solution must be scanned for Application vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as WebInspect, Veracode, or AppScan, or comparable.	Y	HASTUS software will be installed on, and configured and operated by the Miami-Dade County network. GIRO Inc. has no responsibility in operating and ensuring security maintenance of the HASTUS software.
53	If Cloud Hosted, Solution or solution will have change control processes implemented to provide application vulnerability scanning (PCI, OWASP top 20) prior to production migration of any	Y	GIRO proposes an on-premises hosted installation as the solution.

	changes. All "Medium, Critical, and Severe" vulnerabilities will be remediated prior to migration. Application vulnerability reports will be shared with the County.		
54	Any API must use API key security (X-API-Key) or demonstrate alternate security controls.	Y	HASTUS software will be installed on, and configured and operated by the Miami-Dade County network. GIRO Inc. has no responsibility in operating and ensuring security maintenance of the HASTUS software.
55	If Cloud Hosted, Solution is protected using Intrusion Detection and Prevention technology (IDS/IPS)	Y	GIRO proposes an on-premises hosted installation as the solution.
56	If Cloud Hosted, Solution is protected against Distributed Denial of Service (DDOS) Attack	Y	GIRO proposes an on-premises hosted installation as the solution.