

**TERM CONTRACT FOR MICRO-TRANSIT SERVICES
(RFP-604918-25/PCD)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **BEEFREE, LLC D/B/A FREEBEE**, duly authorized to conduct business in the State of Florida, whose address is 371 NE 61st Street, Miami, Florida 33137, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide micro-transit services to improve public transit for Seminole County; and

WHEREAS, as part of a competitive process, COUNTY has requested and received one (1) or more proposals from one (1) or more contractors expressing interest in providing micro-transit services; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services, attached to and incorporated in this Agreement as Exhibit A. CONTRACTOR acknowledges and agrees that service adjustments may be requested by COUNTY during the term of this Agreement. If COUNTY requests service adjustments

CONTRACTOR agrees to cooperate and work with COUNTY to modify such services. CONTRACTOR agrees to the terms and conditions specified in the COUNTY's RFP-604918-25/PCD solicitation documents, including any addenda, incorporated by reference as if fully set forth in this Agreement and agrees to providing the services specified in Exhibit A-1 – Best and Final.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of six (6) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed two (2) years each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order.

Section 3. Authorization for Services. The authorization for provision of services by CONTRACTOR under this Agreement will be in the form of written Purchase Orders issued and executed by COUNTY. Therefore, CONTRACTOR must not begin work until a Purchase Order is issued. A sample Purchase Order is attached to and incorporated in this Agreement as Exhibit B. The Purchase Order will describe the specific services authorized by COUNTY. The terms of this Agreement are incorporated by reference in each Purchase Order. COUNTY makes no covenant or guarantee as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY.

Section 4. Compensation. COUNTY shall compensate CONTRACTOR for services in accordance with the compensation outlined in Exhibit C, attached to and incorporated in this Agreement. If requested by COUNTY, CONTRACTOR agrees to the pricing for services as specified in Exhibit C-1 – Contract Pricing (\$2M Excess), attached to and incorporated in this Agreement. Unless mutually agreed upon, CONTRACTOR agrees that no changes to the price per vehicle specified in Exhibit C or C-1 will be made for the first two (2) years of the term of the Agreement. Thereafter, CONTRACTOR upon six (6) months prior written notice may increase its price per vehicle in an amount not-to-exceed three percent (3%) one time per year for the remaining years of the term of the Agreement.

Section 5. Payment and Billing.

(a) CONTRACTOR shall provide all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated compensation amount stated within each Purchase Order.

(b) If Exhibit C specifies compensation is based on a fixed fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Assistant County Manager, Kristian Swenson or designee
Seminole County – County Manager's Office
1101 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 6. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 7. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services provided under this Agreement.

Section 8. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. If the COUNTY intends to terminate this Agreement for convenience within the first year of this Agreement, COUNTY must provide CONTRACTOR one hundred eighty (180) days prior written notice. If the COUNTY intends to terminate this Agreement for

convenience after the first year of this Agreement, COUNTY must provide CONTRACTOR ninety (90) days prior written notice. If the COUNTY intends to terminate this Agreement for cause, COUNTY must provide CONTRACTOR fourteen (14) business days to cure the default(s). Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If CONTRACTOR fails to cure a default under this Agreement within the time specified in this Section, the COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control, without any fault or

negligence of CONTRACTOR, and directly impact the location and services required by this Agreement.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 9. Contract Documents. The Contract Documents are, and order of precedence is, as follows: the Agreement, all exhibits incorporated in this Agreement, COUNTY's Request for Proposal solicitation package, addenda, and Purchase Orders. Wherever the terms of this Agreement conflict with any other Contract Documents, this Agreement, including the exhibits, will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement.

Section 10. Non-Discrimination. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. CONTRACTOR agrees to comply with Federal anti-

discrimination laws and any implementing requirements or regulations that the Federal Transit Administration (“FTA”) has issued or may issue.

Section 11. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 12. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 13. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written

consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 14. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 15. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as amended.

Section 16. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective

services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials,

officers, and employees must be included as Additional Insureds under Exhibit B. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as amended.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes, as amended, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as amended, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC

00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as amended, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those

sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit C.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the

ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Reserved.

(6) Professional Liability.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(7) Cyber Liability and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a “claims-made” basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(8) Crime and Employee Dishonesty Liability.

(A) CONTRACTOR shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of CONTRACTOR's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit D. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(9) Sexual Abuse and Molestation (SAM)

(A) CONTRACTOR's Insurance must cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis.

(B) Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall

be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(10) Other Insurance.

(A) CONTRACTOR shall carry Other Insurance as may be specified in Exhibit D.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 15 concerning indemnification or any other provision of this Agreement.

Section 17. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented

for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 18. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that

are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that 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. In addition, upon request, CONTRACTOR shall provide FTA with access to public records.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County – County Manager’s Office
Assistant County Manager, Kristian Swenson
1101 E. 1st Street
Sanford, Florida 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

BeeFree, LLC d/b/a Freebee
371 NE 61st Street
Miami, Florida 33137

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 30. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 31. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated

this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return to COUNTY the Affidavit of E-Verify Requirements Compliance, attached to and incorporated in this Agreement as Exhibit E.

Section 32. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, as amended, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached to and incorporated to this Agreement as Exhibit F. By executing this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes, as amended.

Section 33. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, as amended, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes, as amended. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

Section 34. Grant Funding. CONTRACTOR acknowledges that COUNTY may receive State of Florida or Federal grant funding, in whole or in part, for the services described in the

Agreement, including the exhibits. By way of examples, and not a limitation, such grant funding may be provided from the State or Florida or the Federal Transit Administration. If COUNTY is a recipient of any grant funding, CONTRACTOR agrees to comply with all applicable terms, conditions, rules, regulations, guidance, and requirements set forth by the grant(s) and COUNTY, as well as applicable State of Florida and Federal law, as may be amended. Accordingly, CONTRACTOR agrees to the terms and conditions specified in Exhibit I – Federal Laws, attached to and incorporated in this Agreement. By executing this Agreement, CONTRACTOR acknowledges COUNTY may issue amendments incorporating grant requirements, which CONTRACTOR must agree to and comply with and that failure to agree to such grant requirements may be deemed a material breach for which COUNTY may immediately terminate this Agreement.

Section 35. Advancements in Technology. CONTRACTOR acknowledges that there may be advancements in technology affecting this Agreement, including but not limited to, software and hardware updates, automation, autonomous driving, and efficiency improvements. In the event such technological advancements become available to CONTRACTOR, CONTRACTOR must promptly provide written notice to COUNTY specifying the nature of the technological advancement and its potential impact to the Agreement. Alternatively, the COUNTY reserves the right to identify technological advancements for incorporation into the services provided under this Agreement. In either event, the COUNTY has the right, in its sole discretion, to request a renegotiation of the services and/or pricing under this Agreement if such technological advancements will be in the best interest of the COUNTY. In the event the COUNTY makes such a request, the parties agree to negotiate in good faith as to any revisions to this Agreement, which

must be incorporated in accordance with Section 20 (“Modifications, Amendments, or Alterations”) of this Agreement.

Section 36. Confidential Information and Data Processing. To the extent applicable to the services contemplated under this Agreement, CONTRACTOR must comply with COUNTY’s confidential information and data processing requirements as set forth in Exhibit H – Confidential Information and Data Processing Addendum, attached to and incorporated in this Agreement.

Section 37. Performance and Payment Bonds.

(a) CONTRACTOR agrees to furnish a Performance Bond and Payment Bond in an amount equal to 100% of the annual operating cost no later than each year from the first day of service. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court no later than the start of services under this Agreement. All bonds shall remain in effect until expiration of this Agreement. The Performance Bond requirement shall inure solely to COUNTY’s benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

(b) Both Performance Bonds and Payment Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable laws and regulations and be in the form prescribed by the COUNTY. The bonds shall be executed by such sureties as are licensed to conduct business in the State of Florida and, except as otherwise provided by laws and regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Both bonds signed by an agent must be accompanied by a certified copy of its authority to act.

(c) If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the State of Florida is terminated or it ceases to meet the requirements of the contract documents, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which shall be in accordance with the contract documents and acceptable to COUNTY.

(d) In addition to the other bonding requirements, the surety named on the bonds submitted by CONTRACTOR pursuant to the contract documents shall be subject to the approval of COUNTY. If COUNTY has a reasonable objection to the proposed surety, COUNTY may request CONTRACTOR to submit an acceptable substitute without an increase in the Agreement price.

(e) Upon receipt of an invoice with supporting documentation as required by COUNTY, COUNTY agrees to pay the actual cost, without markup, of the bonds required by CONTRACTOR in this Agreement.

Section 38. Contract Documents. In the event of any conflict or inconsistency between the terms of this Agreement and any documents incorporated or referred to in this Agreement, the following order of precedence controls:

- (a) Exhibit I – Federal Laws
- (b) Exhibit H – Confidential Information and Data Processing Addendum
- (c) Exhibit B – Purchase Order
- (d) Agreement;
- (e) Exhibit A – Scope of Services;
- (f) Exhibit A-1 – Best and Final
- (g) Exhibit C – Contract Pricing

- (h) Exhibit C-1 – Contract Pricing (\$2M Excess)
- (i) All other exhibits.
- (j) Addenda to COUNTY’s RFP documents, if any;
- (k) COUNTY’s RFP documents;

Section 39. Ownership of Data. All data, records, content, and information (“Data”) required under this Agreement, or collected, stored, processed or otherwise accessed in the course of performing services under this Agreement, shall remain the sole and exclusive property of the COUNTY. CONTRACTOR shall have no right, title, or interest in or to the Data. CONTRACTOR may only use Data solely for the purpose of fulfilling its obligations under this Agreement, unless otherwise authorized in writing by COUNTY. CONTRACTOR must provide COUNTY the Data at any time in accordance with Section 24 of this Agreement.

[Remainder of this page left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

BEEFREE, LLC D/B/A FREEBEE

_____, Secretary

(CORPORATE SEAL)

By:_____
Jason Spiegel, Managing Partner

Date:_____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

By:_____
Darren Gray
County Manager

Date:_____

Witness

Print Name

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

5/19/25
Doc ID: 4916-1279-4627

Attachments:

- Exhibit A - Scope of Services
- Exhibit A-1 - Best and Final
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit C-1 - Contract Pricing (\$2M Excess)

Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G - Anti-Human Trafficking Affidavit
Exhibit H - Confidential Information and Data Processing Addendum
Exhibit I - Federal Laws

Seminole County Microtransit Service

Project Overview:

Freebee will provide a comprehensive microtransit service in Seminole County leveraging advanced technology and operational efficiencies. This service will include on-demand, door-to-door transportation, accessible to residents and visitors within and between designated zones, with the flexibility to expand as demand grows.

Scope of Work:

- **Service Areas & Fleet Allocation:**
 - Service will cover **6 zones**, including **5 Primary Zones** and **1 Flex Zone**, encompassing the full county boundary (excluding rural areas).
 - Boundaries for the **Primary Zones** may be adjusted based on input from staff and/or the Board of Commissioners.
 - **Initial deployment** will consist of **35 vehicles**, with the flexibility to increase or decrease based on real-time demand.
 - The fleet will include a mix of **electric SUVs** and **ADA-compliant vans** to ensure accessibility.
- **Service Delivery:**
 - **Two convenient ways to request a ride:**
 - On-Demand via the mobile app
 - On-Demand through the phone dispatch center
 - **Primary Zone Service:** On-demand, door-to-door transportation within a geofenced service area.
 - **Flex Zone Service:** Roaming vehicles available to travel between zones for greater connectivity.
 - **Hours of Operation:** Available 7 days a week, with reduced hours on Sundays:
 - **Monday – Friday:** 5am – 9pm
 - **Saturday:** 6am – 10pm
 - **Sunday:** 6am – 8pm

Fare Structure: (Subject to change based on BOC feedback)

- **Base Fare:** \$3.50 for local trips within each primary zone, with additional surcharges based on distance and zone crossing.
 - **Additional Passengers:** \$1.00 per person for each additional rider.
- **Discounts:** 50% discount for eligible vulnerable populations (e.g., elderly, disabled).
 - Eligibility for vulnerable populations will be determined by County Staff and the Board of Commissioners.
- **Premium Service Options:** Additional charges apply for cross-zone trips and longer travel distances.
 - **\$2.00 surcharge** for traveling between zones, automatically applied when crossing zone boundaries within 5 miles.
 - **\$0.50 per mile surcharge** for travel between 5-9.9 miles.
 - **\$1.00 per mile surcharge** for trips over 10 miles.
- **100% of fare revenue** will be directed back to **Seminole County** to subsidize the cost of service.

Advertising Revenue Generation:

- Opportunities for **vehicle wrap advertising** and **in-vehicle digital screens**, with all net revenue to be split 50/50.

Timeline & Deliverables:

- Fully operational by **October 1st, 2025**, with adjustments to be made based on initial demand data.
- Live data dashboard and regular performance reports to track ridership, customer satisfaction, and financial progress.



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**SEMINOLE BOARD OF COUNTY COMMISSIONERS APPROVED
MICROTRANSIT SERVICE LEVEL PLUS BEST & FINAL PRICING**

April 2025



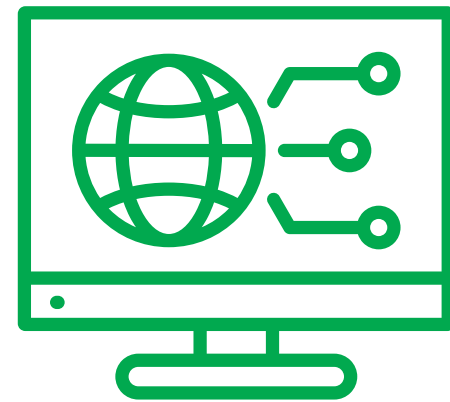


FREEBEE COMPETITIVE ADVANTAGES

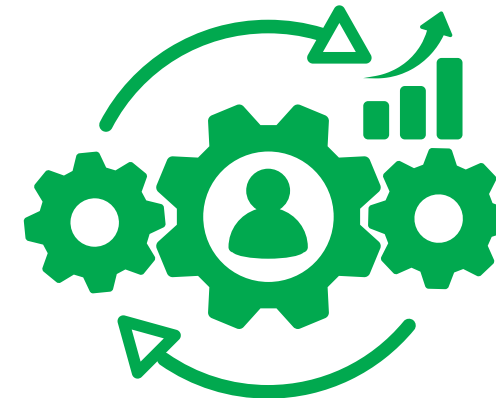
There are four key competitive advantages that set Freebee apart from any other provider:



Community Connectivity & Economic Development



Advanced Technology Capabilities



Superior Operating Efficiencies



Commitment to Delivering a First-Class Experience

Freebee excels in driving the highest ridership, providing exceptional service quality, and creating added value for the community through our focus on economic development. Remarkably, all of this is achieved at the **same cost**—or often **less**—than our competitors.





FREEBEE COMPETITIVE ADVANTAGES

Community Connectivity Through Economic Development

- More Than Transportation – A Neighborhood Guide
- Community Engagement
- Local Business & Organization Partnerships
- Education & Charity Initiatives
- Community Engagement = Increased Economic Impact & Higher Ridership

Technology Efficiencies

- In-House Development Team
- Customized Features for Each New Service
- Ride Optimization Algorithms & Modeling

Operating Efficiencies

- Our Team is Built to Execute
- On-Site & Remote Performance Management

Ability to Deliver a First-Class Experience

- Community Ambassador Drivers
- Customer Feedback & Rating System
- Customer Service & Support

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SIMILAR SCALE OPERATIONS: MIAMI-DADE COUNTY

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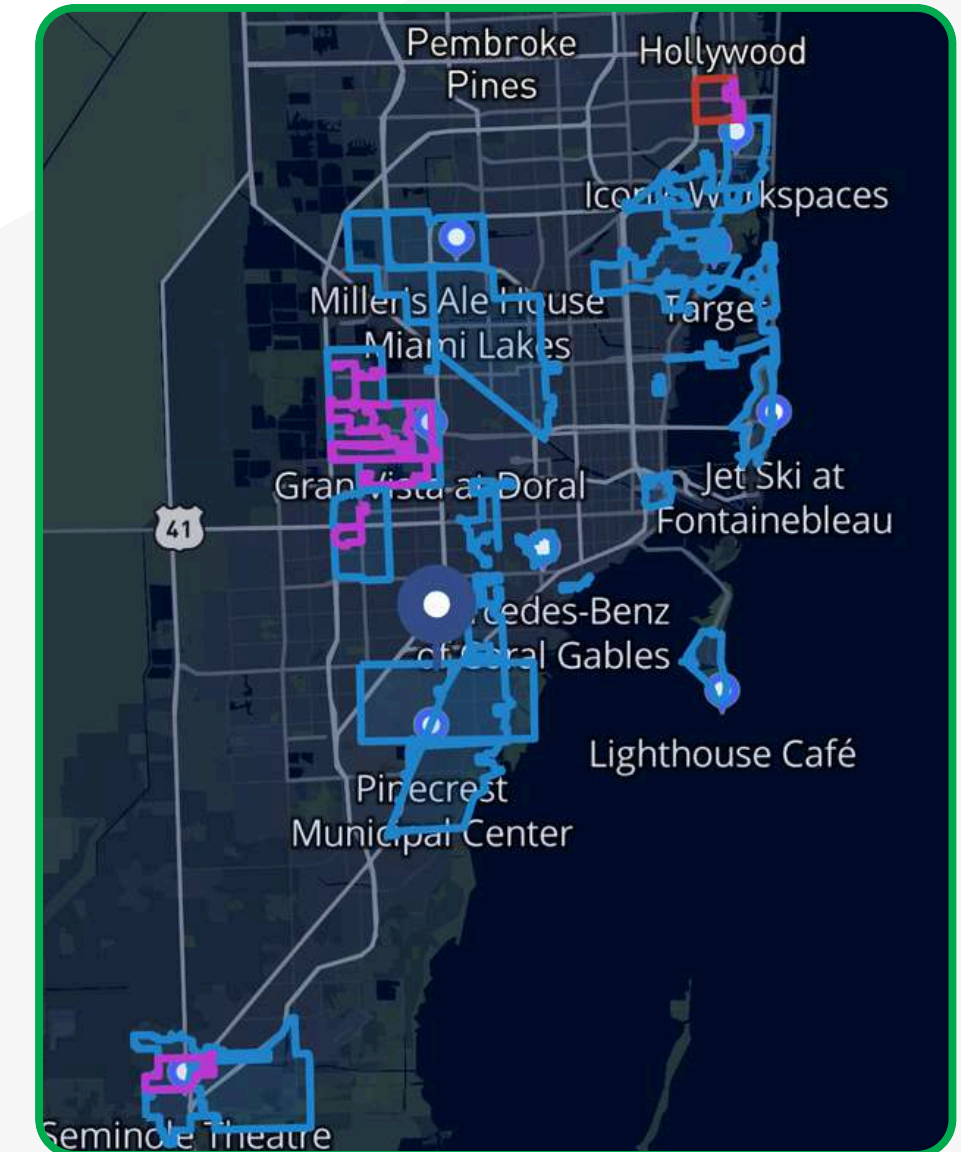


Miami-Dade County: One of the largest and most complex microtransit operations in the U.S.

- **Geographic Coverage:** 1,946 Square Miles
- **Service Zones:** 32 Different Zones, tailored to specific needs
 - **On-Demand**
 - **Fixed/Flex Route**
 - **Senior Services**
 - **Medical Transportation**
- **Fleet Size:** 108 Vehicles and growing

Why This Matters

- The scale of our service in Miami-Dade is unmatched, with intricate customizations for each zone to meet unique community needs.
- Our extensive experience managing diverse service types—ranging from on-demand to senior and medical services—has equipped us to scale and deploy operations of similar magnitude seamlessly.
- This operational expertise positions us to successfully implement and manage large-scale microtransit systems anywhere in the country.



FLEX ZONE MICROTRANSIT SERVICE STRATEGY



Service Area Designation

- **5 Distinct Zones:** 4 zones connected to SunRail stations, designed for easy access to essential services (e.g., medical centers, grocery stores, government offices).
- **Flex Zone Concept:**
 - **Primary Zones:** On-demand service within each zone.
 - **Roaming Vehicles:** Vehicles that have the ability to travel between zones

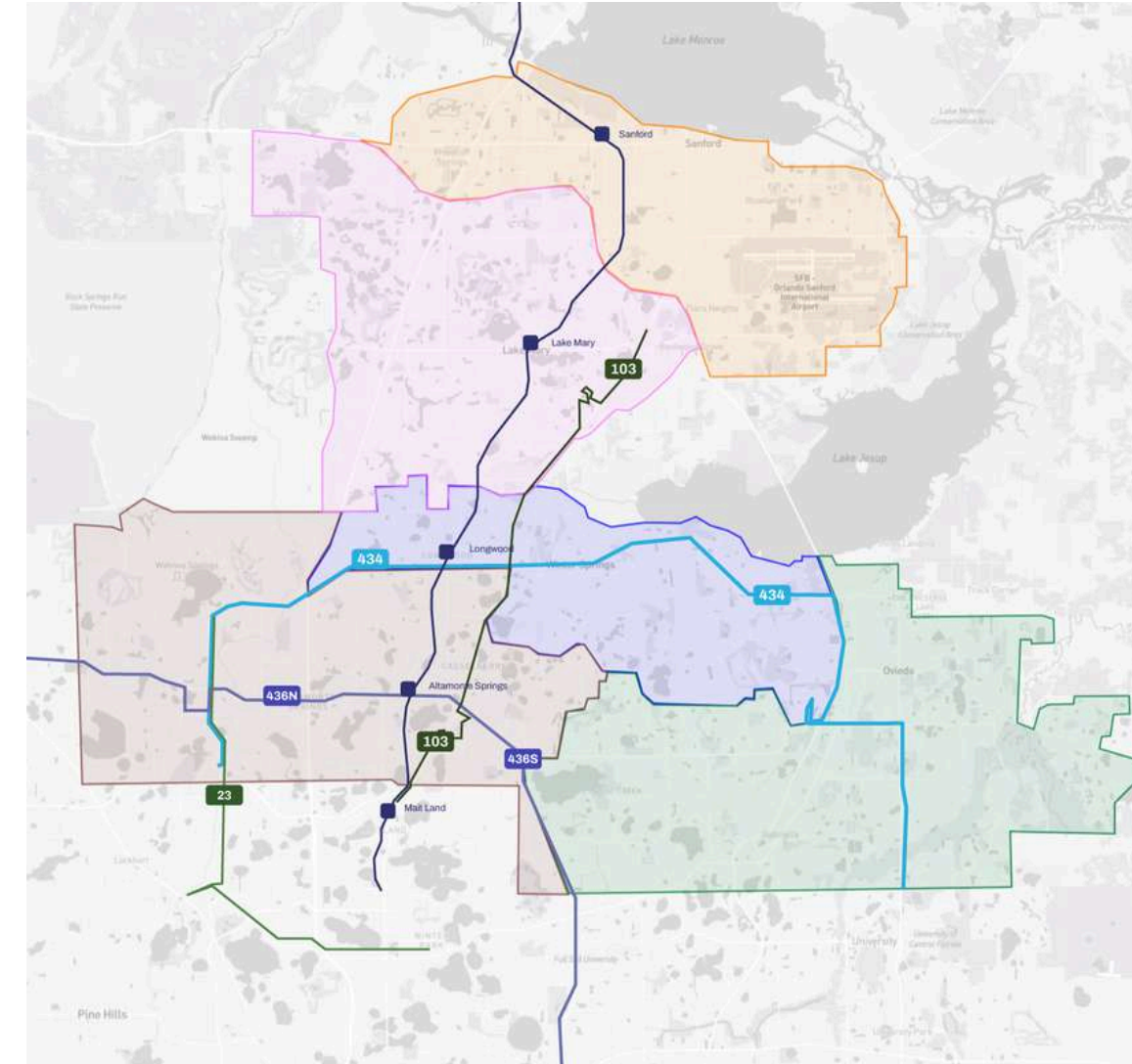
Service Model

Primary Zone Service:

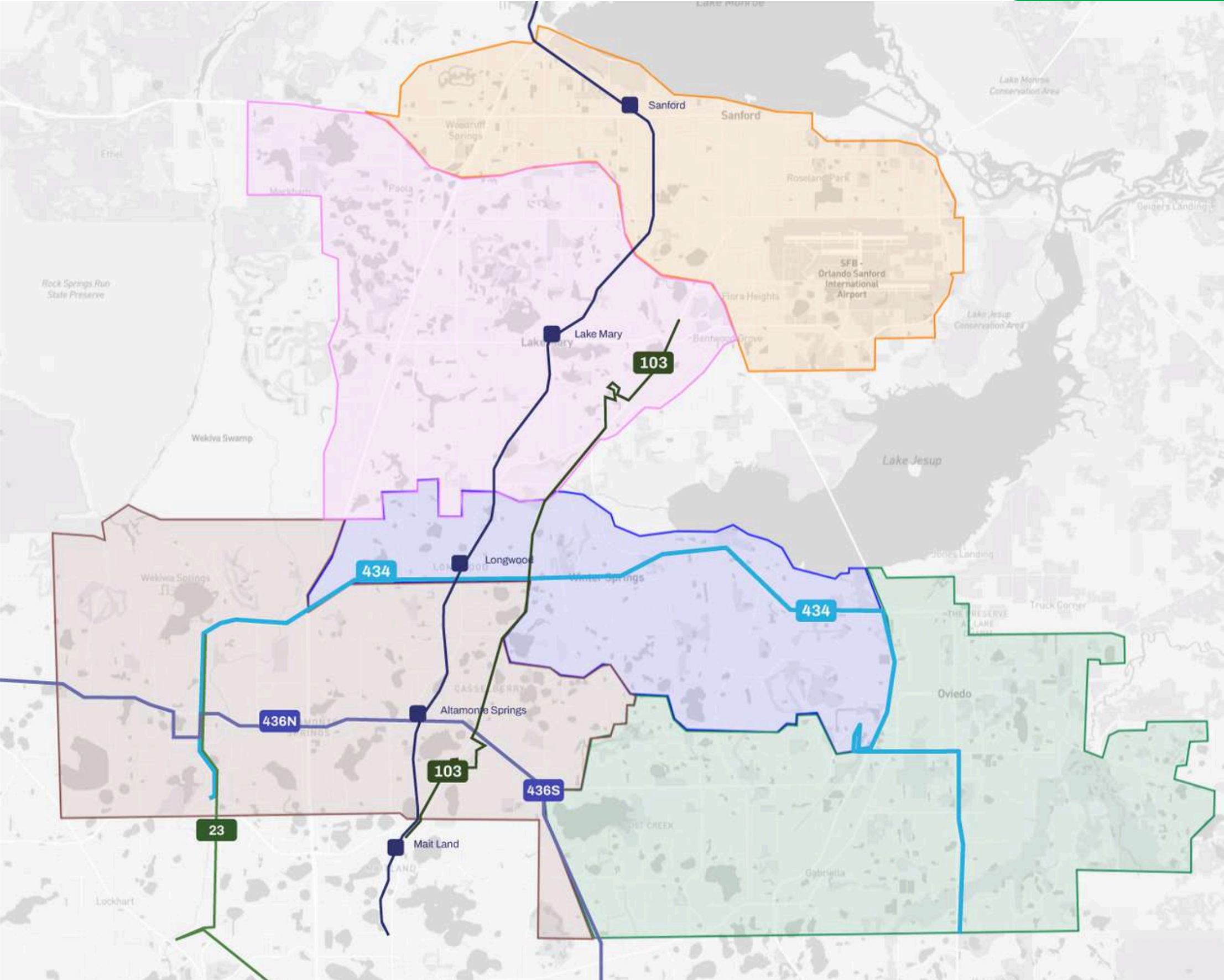
- On-demand, door-to-door service for riders within each zone.

Flex Zone Service:

- Roaming vehicles available for travel between zones.
- **SunRail Integration:** When a user requests to go from zone to zone, they will be provided two options:
 - a. Connect through SunRail
 - b. Pay Premium for direct service between zones using roaming vehicles.
- 5 • **Wheelchair Accessibility:** All vehicles will be wheelchair accessible to meet varying demands of ADA rides within and between zones.



ZONES - LYNX + SUNRAIL





HOURS OF OPERATION

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The service shall operate seven (7) days per week with reduced service on Sundays.

- **M-F:** 5:00 AM to 9:00 PM
 - Wait time: 30 minutes or less
- **SAT:** 6:00 AM to 10:00 PM
 - Wait time: 30 minutes or less
- **SUN:** 6:00 AM to 8:00 PM
 - Wait time: 60 minutes or less

The service shall accommodate minor age (15+) student individual customers without shared rides.



ZONES & TOTAL FLEET SIZE



The initial breakdown of zones and vehicle allocation of 35 vehicles is as follows:

Zone	Sq Miles	Total Fleet Size	ID Buzz	ADA Sienna
Yellow Zone - Sanford Station	27.69	7	6	1
Pink Zone - Lake Mary Station	22.75	4	3	1
Blue Zone - Longwood Station	22.75	5	4	1
Orange Zone - Altamonte Springs Station	39.86	8	7	1
Green Zone - Oviedo	41.73	6	5	1
Flex Zone	168	5	0	5

- This initial fleet allocation is subject to adjustment based on demand data collected over the first 90 days.
- The total number of vehicles per zone, including the Flex Zone, may increase or decrease depending on actual usage and data insights.
- Freebee is fully prepared to deploy or adjust the fleet as needed to meet evolving demand.

CONSIDERATIONS OF FLEX ZONE

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Extended Wait Times for Premium Riders

- Riders who opt to pay a premium for longer travel service may face extended wait times due to the limited number of roaming vehicles. This could undermine the value proposition of the premium service, leading to dissatisfaction.

Unmet Expectations for Premium Service

- Paying a premium typically comes with the expectation of quicker, more reliable service. With a small fleet covering a large area (168 square miles), this expectation may not be met, potentially causing frustration among users.

Potential Disincentive to Use Premium Service

- As premium riders experience longer waits, they may feel the service is not worth the additional cost.





PROPOSED FARE STRUCTURE

Base Fare

- **\$3.50:** This is the base fare for the user within their designated zone.
- **Additional Passengers:** For each additional person traveling with the rider, there will be a charge of \$1.00 per person.

Progressive Fare for Flex Zone and Cross-Zone Usage

- **Auto Surcharge for Crossing Zones:**
 - **\$2.00 surcharge** for traveling between zones, applied automatically when crossing zone boundaries under 5 miles.
- **Surcharge for Travel Distance (5-9.9 miles):**
 - **\$0.50 per mile** for trips between **5-9.9 miles**.
- **Surcharge for Travel Distance (Over 10 miles):**
 - **\$1.00 per mile** for trips **over 10 miles**.

Discounts for Specific Populations

- **TBD Vulnerable Populations: Elderly (65+), Low-Income, Disabled Riders, etc:**
 - **50% discount** on the base fare (e.g., \$1.75 base fare instead of \$3.50).
 - Discounts may apply either to the base fare alone or to the total fare, including additional passengers and surcharges.

SunRail Customer Discount

- **\$1.00 discount** for passengers being dropped off or picked up at a **SunRail station**.

EXAMPLE FARE CALCULATIONS

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Local Zone Trip (Within 5 Miles)

- **1 passenger:** \$3.50 (base fare)
- **2 passengers:** \$3.50 + \$1.00 = **\$4.50**
- **3 passengers:** \$3.50 + \$1.00 + \$1.00 = **\$5.50**

Flex Zone or Cross-Zone Trip (6 Miles)

- **Base Fare:** \$3.50
- **Auto Surcharge for Crossing Zones:** \$2.00
- **Surcharge for Distance (5-9.9 miles):** \$0.50 per mile for the portion over 5 miles (1 mile x \$0.50 = \$0.50)
- **1 passenger:** \$3.50 (base fare) + \$2.00 (zone surcharge) + \$0.50 (distance surcharge) = **\$6.00**
- **2 passengers:** \$3.50 + \$2.00 + \$0.50 + \$1.00 = **\$7.00**
- **3 passengers:** \$3.50 + \$2.00 + \$0.50 + \$1.00 + \$1.00 = **\$8.00**

Long-Distance Trip (Over 10 Miles)

- **Base Fare:** \$3.50
- **Auto Surcharge for Crossing Zones:** \$2.00
- **Surcharge for Distance (Over 10 miles):** \$1.00 per mile for the portion over 10 miles (5 miles x \$1 = \$5.00)
- **1 passenger:** \$3.50 (base fare) + \$2.00 (zone surcharge) + \$2.50 (5-9.9 distance surcharge) + \$5.00 (Extended distance surcharge) = **\$13.00**
- **2 passengers:** \$3.50 + \$2.00 + \$2.50 + \$5.00 + \$1.00 = **\$14.00**
- **3 passengers:** \$3.50 + \$2.00 + \$2.50 + \$5.00 + \$1.00 + \$1.00 = **\$15.00**

SunRail Discount

If a passenger is dropped off or picked up at a **SunRail station**:

- **\$1.00 discount** off the total fare.

Example: A **primary-zone trip** for **2 passengers** would normally cost **\$4.50**. With the SunRail discount, the fare becomes **\$3.50**.





ADVERTISING OPPORTUNITIES WITH SEMINOLE COUNTY'S MICROTRANSIT VEHICLES

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Freebee has successfully generated over **\$22,000,000** in advertising sales across the State of Florida.

Advertising Opportunities:

• Exterior Vehicle Wraps

- Local businesses, regional brands, and national advertisers can purchase space on vehicle exteriors.
- Provides visibility to a **large and diverse audience** while vehicles are on the road throughout Seminole County.

• In-Vehicle Advertising

- Targeted, in-vehicle advertising opportunities, including **digital screens** and creative formats.
- Engages passengers during their rides, creating a **personalized** and impactful experience.

Projected Annual Subsidy (Based on 35 Vehicles):

- \$150,000 - \$400,000

This revenue is based on a fleet of **35 vehicles** and reflects the scale of the advertising campaigns and vehicles in operation.



GRANT MANAGEMENT SERVICES

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Freebee provides its clients with **grant management services** at **no additional cost** to the County. Our services include:

- Grant Identification
- Application Submission Support
- Compliance & Reporting
- Ongoing Support

Grants that have been awarded:

- **Florida Department of Transportation (FDOT) Service Development Grant**
- **Award Agency:** Florida Department of Transportation
- **Program:** Service Development Grant for the expansion and development of transit services.
- **Awardees:** Aventura, Bal Harbour, Bay Harbor Islands, Biscayne Park, Coral Gables, Doral, Miami DDA, Florida City, Florida International University, Fort Pierce, Hialeah, Islamorada, Key Biscayne, Medley, Miami Lakes, North Miami, North Miami Beach, Palmetto Bay, Pinecrest, Sunrise, Surfside.
- **FDOT Transit Corridor Program**
- **Award Agency:** Florida Department of Transportation
- **Program:** Transit Corridor Program to support the development and improvement of high-performance transit corridors.
- **Awardees:** South Florida Regional Transportation Authority (Tri-Rail)
- **FTA Accelerating Innovative Mobility (AIM) Challenge Grants**
- **Award Agency:** Federal Transit Administration (FTA)
- **Program:** AIM Challenge Grants to accelerate innovative mobility solutions and technologies in transit operations.
- **Awardees:** South Florida Regional Transportation Authority (Tri-Rail)



PRE-QUALIFICATION OF CUSTOMERS FOR DISCOUNTS



Freebee has the ability to administer the pre-qualification of customers for discounted fares based on established eligibility criteria.

- **Clear Criteria:** To ensure accuracy and compliance, it is essential that we are provided with clear and specific criteria defining who qualifies for discounted fares.
- **Secure Document Submission:** We utilize both in-house and third-party software to facilitate secure document submission and verification.
- **Eligibility Review:** Our dedicated staff will review and confirm eligibility within **24 hours** of submission.

Recommended Collaboration

- **Engage Pre-Existing Entities:** We recommend engaging pre-existing entities or departments within Seminole County, such as the **Community Service Department**, particularly those involved with services for **seniors, financial assistance**, and **individuals with disabilities**, to provide input or confirmation on eligibility standards.
- **Data Integration:** We would build a two-way API to sync data between the two systems, ensuring seamless communication and data sharing.
- **Program Alignment:** This collaboration will ensure the program aligns with existing **policies** and **community expectations**.

MICROTRANSIT WITH COMMUTER FSAS

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1. **Eligibility Check:** Freebee's service is eligible for use under **commuter benefits** because it provides a transportation solution for commuting to work. It meets the requirements of the **IRS Section 132(f)** for qualified transportation benefits.
2. **Integration with FSA Accounts:**
 - **API Integration:** Freebee would integrate with the **FSA provider** via a **two-way API**. This allows the FSA system to recognize Freebee as a valid transportation provider.
 - **Payment Processing:** When users request a ride, they would have the option to select **Commuter FSA** as their payment method at checkout, just as they would for other eligible services (e.g., bus passes or parking).
3. **Seamless Payment Flow:**
 - Users can pay for their **on-demand microtransit rides** using their **pre-tax commuter benefits** through the FSA provider's platform. This would typically involve selecting FSA as a payment method, much like using a credit or debit card.
 - The transaction is processed by the FSA provider, which reduces the employee's taxable income while covering the cost of the service.
4. **Tax Advantages for Employees:** Employees can use their **pre-tax commuter funds** for microtransit services, which lowers their taxable income and provides savings on their transportation costs.
5. **Employer Integration:**
 - Employers who offer **Commuter FSAs** would be able to provide Freebee's microtransit service as a **benefit** to their employees.
 - The FSA provider and Freebee will need to work together to ensure that receipts and reporting are accurate and comply with IRS requirements for transit benefit reporting.





OPERATIONAL ASSUMPTIONS

Zone	Yellow Zone - Sanford Station	Pink Zone - Lake Mary Station	Blue Zone - Longwood Station	Orange Zone - Altamonte Springs	Green Zone - Oviedo	Flex Zone
Total Vehicles	7	4	5	8	6	5
Average Requests Per Hour	23	11	15	27	18	10
Productivity	3.3	2.8	3.0	3.4	3.0	2.0

Key Performance Metrics

- **Average Wait Times:** 18-23 Minutes
- **Average Pickup Time per Call:** 2.5 Minutes (Loading Time)
- **Average Trip Time per Call:** 15-18 Minutes
- **On-Time Performance:** 90% within 10 minutes of ETA
- **Detour Times:** 10 Minutes
- **Accessibility Service:** 5-7%

Ridership Assumptions

- **1,248 Trips per Day (Mon-Fri)**
- **998 Trips per Day (Sat)**
- **488 Trips per Day (Sun)**
- **401,752 Trips Per Year**
- **522,278 Passengers Per Year**

Financial Assumptions

- **Average Cost per Rider:** \$10.37

ZONES & TOTAL FLEET SIZE



Vehicle Breakdown

- **Total Number of Vehicles:** 35
 - **Yellow Zone – Sanford Station:** 7 vehicles
 - **Pink Zone – Lake Mary Station:** 4 vehicles
 - **Blue Zone – Longwood Station:** 5 vehicles
 - **Orange Zone – Altamonte Springs:** 8 vehicles
 - **Green Zone – Oviedo:** 6 vehicles
 - **Flex Zone:** 5 vehicles

Pricing Component	Amount	Notes
Annual Operating Cost	\$5,417,230	Full turnkey service
Price per Vehicle	\$154,778	Per vehicle cost for each unit.
Rate per Service Hour	\$41.34	Based on 72 weekly service hours
One-Time Set-Up Costs	\$100,000	Implementation cost
Total Year 1 Cost	\$5,517,230	Combined operating and setup costs.
Estimated Fare Revenue	\$1,226,569	Projected fare revenue for the first year.
Estimated Advertising Revenue	\$210,000	Projected advertising revenue for the first year.
Projected Annual Cost	\$4,080,661	Net cost reflecting projected revenue assumptions.

Pricing Terms

- The per vehicle price is **locked in for the first two years**, with a **3% increase** for years 3-10.

THANK YOU

Freebee

+



JASON SPIEGEL
MANAGING PARTNER



(215) 370-5699



www.RideFreebee.com

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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I
PV
E
N
D
O
R**SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****00.00****PURCHASING AND CONTRACT DIVISION**
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



Vehicle Breakdown

- **Total Number of Vehicles:** 35
 - **Yellow Zone – Sanford Station:** 7 vehicles
 - **Pink Zone – Lake Mary Station:** 4 vehicles
 - **Blue Zone – Longwood Station:** 5 vehicles
 - **Orange Zone – Altamonte Springs:** 8 vehicles
 - **Green Zone – Oviedo:** 6 vehicles
 - **Flex Zone:** 5 vehicles

Pricing Component	Amount	Parking Provided	Electricity Provided	Electricity + Parking Provided	Notes
Annual Operating Cost	\$5,005,210	\$4,942,210	\$4,886,770	\$4,823,770	Full turnkey service
Price per Vehicle	\$143,006	\$141,206	\$139,622	\$137,822	Per vehicle cost for each unit.
Rate per Service Hour	\$38.20	\$37.72	\$37.29	\$36.81	Based on 72 weekly service hours
One-Time Set-Up Costs	\$100,000	\$100,000	\$100,000	\$100,000	Implementation cost
Total Year 1 Cost	\$5,105,210	\$5,042,210	\$4,986,770	\$4,923,770	Combined operating and setup costs.
Estimated Fare Revenue	\$1,226,569	\$1,226,569	\$1,226,569	\$1,226,569	Projected fare revenue for the first year.
Estimated Advertising Revenue	\$210,000	\$210,000	\$210,000	\$210,000	Projected advertising revenue for the first year.
Projected Annual Cost After Year 1	\$3,568,641	\$3,505,641	\$3,450,201	\$3,387,201	Net cost reflecting projected revenue assumptions.
	If requested by the County		If requested by the County	If requested by the County	Pricing May 5, 2025 \$5 million Excess Limits

PRICING - \$2M EXCESS LIMITS



Vehicle Breakdown

- **Total Number of Vehicles:** 35
 - **Yellow Zone – Sanford Station:** 7 vehicles
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 - **Green Zone – Oviedo:** 6 vehicles
 - **Flex Zone:** 5 vehicles

Pricing Component	Amount	Parking Provided	Electricity Provided	Electricity + Parking Provided	Notes
Annual Operating Cost	\$4,830,070	\$4,767,070	\$4,711,630	\$4,648,630	Full turnkey service
Price per Vehicle	\$138,002	\$136,202	\$134,618	\$132,818	Per vehicle cost for each unit.
Rate per Service Hour	\$36.86	\$36.38	\$35.96	\$35.47	Based on 72 weekly service hours
One-Time Set-Up Costs	\$100,000	\$100,000	\$100,000	\$100,000	Implementation cost
Total Year 1 Cost	\$4,930,070	\$4,867,070	\$4,811,630	\$4,748,630	Combined operating and setup costs.
Estimated Fare Revenue	\$1,226,569	\$1,226,569	\$1,226,569	\$1,226,569	Projected fare revenue for the first year.
Estimated Advertising Revenue	\$210,000	\$210,000	\$210,000	\$210,000	Projected advertising revenue for the first year.
Projected Annual Cost After Year 1	\$3,393,501	\$3,330,501	\$3,275,061	\$3,212,061	Net cost reflecting projected revenue assumptions.
Payment Terms					The per vehicle price is locked in for the first two years, with a 3% annual increase for years 3-10.

EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS
MICRO-TRANSIT REQUEST FOR PROPOSALS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>)
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D. Excess/Umbrella Liability: \$5,000,000 Each Occurrence

E. Cyber Liability and Technology Errors and Omissions Insurance:

\$ 1,000,000	Per Claim
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F. Crime and Employee Dishonesty Liability:

\$ 500,000	Per Occurrence
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G. Sexual Abuse and Molestation: \$ 1,000,000 Each Occurrence

H. Professional Liability \$ 1,000,000 Each Occurrence

Exhibit E

Agreement Name: Micro-transit Rideshare Services

Agreement Number: RFP-604918-25/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFQ-3320-20/DRR are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number RFQ-3320-20/DRR for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Print Name

Notary Public in and for the County

and State Aforementioned

My commission expires: _____

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

EXHIBIT G

**HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # RFP-604918-25/LNF**

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by

_____, as _____ on behalf of the

Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced

_____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature

Print, Type or Stamp Name of Notary: _____

My commission expires: _____

EXHIBIT H
Confidential Information and Data Processing Addendum

1. General

- 1.1. Capitalized terms used but not defined in this DPA will have the meanings assigned to them in the Agreement and, if not defined in either this DPA nor the Agreement, shall have the ordinary meaning in the field of information technology services.
- 1.2. Contractor may process and/or receive "personal information" or "personal data" from, or on behalf of, the County. "Personal Information" or "Personal Data" shall be defined as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (herein referred to as "Personal Information"). For avoidance of doubt, Personal Information shall include the definition as used in § 501.171, F.S., Protected Health Information as defined in 45 C.F.R. § 160.103, Nonpublic Personal Information as defined in 15 U.S.C. § 6809(4)(A), and credit card data as used in the Payment Card Industry Data Security Standard ("PCI DSS").
- 1.3. In connection with providing services to the County, the County and Contractor may each share Confidential Information with the other Party. With respect to the County, "Confidential Information" means all data, information, and material provided by, or received from, the County that is statutorily exempt from applicable public records laws. For avoidance of doubt, all Personal Information will be deemed and treated as the County's Confidential Information. With respect to Contractor, "Confidential Information" means those documents and materials provided by Contractor that (i) qualify as Trade Secrets (as defined in Sections, 119.0715(2) and 688.022, F.S.), and (ii) are clearly labeled or marked as "TRADE SECRET" upon delivery to the County. Vendor understands and agrees that it must label all Trade Secrets in writing upon delivery to the County to invoke exemptions from applicable public records laws.
- 1.4. The Contractor to this DPA agrees that Contractor will treat as confidential all information provided by, or collected on behalf of, the County, including, without limitation, unencrypted Personal Information and non-public information to the extent authorized by Florida Statutes.
- 1.5. Notices required under this DPA shall be sent according to the Services Agreement with a copy (which shall not constitute notice) to both the usual point of contact or support at the County and via email to: **purch@seminolecountyfl.gov** with the subject line as: "Data Processing Addendum Notice."
- 1.6. The Contractor shall carry out the services and process Personal Information received from, or collected on behalf of, the County as set out in the Agreement or as otherwise notified in writing by the County to the Contractor during the term of the Agreement.

2. Observance of Laws, Regulations, and Standards

- 2.1. The Contractor, when applicable, will ensure that the data designated for collection, transfer, or processing as part of agreed upon services will be collected, transferred, and processed in a fully compliant manner to enable the County to meet relevant requirements of all laws, regulations, and contractual requirements applicable to the County, including, but not limited to, the current versions of:
 - 2.1.1. Personal Identifiable Information
 - 2.1.1.1. Florida Information Protection Act (F.S. 501.171);
 - 2.1.1.2. Any other similar laws currently in effect or that may come into effect during the term of the Agreement, including the laws of states other than Florida, to the extent Contractor collects or processes Personal Information of residents of other states in connection with the Agreement;
 - 2.1.2. Protected Health Information
 - 2.1.2.1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104–191, 110 Stat. 1936a);
 - 2.1.2.2. Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009;
 - 2.1.3. Nonpublic Personal Information (herein referred to as Financial Information)
 - 2.1.3.1. Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - 2.1.4. Credit Card Data
 - 2.1.4.1. Payment Card Industry Data Security Standard ("PCI DSS").
- Contractor agrees to maintain a PCI DSS compliant environment if responsible for credit card data provided by, or collected on behalf of, the County including the provisions of **Appendix A** in this DPA.

3. Permitted Uses and Disclosures

- 3.1. Personal Information

- 31.1. Contractor shall use, disclose, and retain all Personal Information:
 - 3.1.1.1. As specifically authorized in the Agreement and this DPA;
 - 3.1.1.2. Solely for the purpose of performing the services described in the Agreement; and
 - 3.1.1.3. In accordance with applicable laws, standards and regulations.
- 312 Contractor shall not sell, rent, transfer, distribute, or otherwise disclose or make available any Personal Information to any third party without prior written permission from the County, unless and to the extent required by law. Notwithstanding the foregoing, Subject to Section 12 ("Subcontractors") of the Agreement, Contractor may be authorized by the County to use third parties, as well as employees and contractors of Contractor's affiliates and subsidiaries, in performance of its obligations described in the Agreement. To the extent written authorization is provided by County, Contractor may disclose Personal Information to such third parties, provided that such third parties are subject to written data processing addenda that are consistent with, and at least as protective of the Personal Information as, this DPA. Contractor understands that under no circumstance will it, or any third parties, process Personal Information outside of the United States.
- 313. Contractor shall:
 - 3.1.3.1. Immediately notify the County of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Personal Information provided by, or collected on behalf of, the County;
 - 3.1.3.2. Consult with the County regarding its response;
 - 3.1.3.3. Cooperate with the County's reasonable requests in connection with efforts by the County to intervene and quash or modify the legal order, demand or request; and
 - 3.1.3.4. Upon the County's request, provide the County with a copy of its response.
- 32. Other Confidential Information
 - 321. Contractor shall treat all County Confidential Information as strictly confidential and (i) shall not use such information for any purpose other than providing services to and for the benefit of the County as required under the Agreement, (ii) shall not (absent written consent from the County) disclose any County Confidential Information to any person or entity other than an employee or contractor of the Contractor who is authorized by County in writing (provided that all such contractors are subject to written confidentiality obligations at least as protective of those set forth in this DPA) that has a need to know such Confidential Information to perform its obligations under the Agreement, (iii) take all appropriate and commercially reasonable steps to protect such Confidential Information, and (iv) immediately notify the County in writing in the event of any actual or reasonably suspected unauthorized disclosure or use of County Confidential Information.
 - 322 The obligations for protection, non-use and non-disclosure of County Confidential Information hereunder must last during the term of the Agreement and for so long thereafter as the applicable County Confidential Information is not subject to disclosure under statutory public records laws.
 - 323. Contractor understands and agrees that Confidential Information received from the County must be treated as Confidential Information subject to the protection of this Section 3.2, regardless of whether or not similar or equivalent information may be obtainable from other sources. The County understands and agrees that information and material properly independently developed or legally obtained from third party sources, in each case without use of or reference to County Confidential Information, shall not be considered County Confidential Information pursuant to this Section 3.2.
- 33. All Personal Information shall be deemed and treated as Confidential Information and shall be protected, processed, stored and otherwise handled (i) as Confidential Information, (ii) as required by applicable laws, and (iii) subject to a separate Business Associate Agreement between the County and Contractor.
- 34. If the County receives a subpoena, warrant, public records request pursuant to Chapter 119, F.S., or other legal order, demand or request seeking Confidential Information (including without limitation Personal Information) provided by, or on behalf of, the County and maintained by Contractor, the County will notify Contractor of such request. Upon such notice, Contractor shall promptly supply the County with copies of materials and data required for the County to respond. Contractor shall further cooperate with the County's reasonable requests in connection with its response. Should the County receive any subpoena, warrant, or other legal order, demand or request seeking Contractor Confidential Information, the County shall promptly notify Contractor of such request and shall cooperate with Contractor's reasonable requests in connection with its response provided, however, that at all times the County shall comply with all applicable laws and orders in its sole discretion.
- 35. Under no circumstances will Contractor disclose or use any Personal Information, including Protected Health Information, Financial Information, and Credit Card Data, or other Confidential Information for any purposes whatsoever other than (i) to provide services to the County subject to the Agreement, or (ii) as otherwise required by law after providing all reasonable notice to the County, both during and after the term of the Agreement.

4. Data Security Obligations.

4.1. Contractor shall:

- 4.1.1. Implement a comprehensive information security program which includes generally accepted best practices for industry cybersecurity, as defined in F. S. § 282.3185, and technical and administrative safeguards to protect the confidentiality of Personal Information that are no less rigorous than commercial best practices for information security;
- 4.1.2. Keep all Personal Information contained in any format (e.g., paper, computer system, and removable media) in a secure facility where access of unauthorized personnel is restricted;
- 4.1.3. Ensure that all Personal Information received from, or collected on behalf of, the County remains in the continental United States at all times;
- 4.1.4. Install up-to-date firewall protection and operating system patches for files containing Personal Information on a system that is connected to any network;
- 4.1.5. Install up-to-date versions of system security agent software which includes malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis, on systems vulnerable to malware and containing or channeling access to systems containing Personal Information;
- 4.1.6. Implement secure user authentication protocols including:
 - 4.1.6.1. Control of user IDs and other identifiers;
 - 4.1.6.2. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as token devices;
 - 4.1.6.3. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - 4.1.6.4. Restricting access to active users and active user accounts only; and
 - 4.1.6.5. Blocking access to user identification after multiple unsuccessful attempts to gain access or exceeding the limitation placed on access for the particular system;
- 4.1.7. Implement secure access control measures that:
 - 4.1.7.1. Restrict access to records and files containing Personal Information to those who need such information to perform their job's duties; and
 - 4.1.7.2. Assign unique identifications plus passwords, which are not Contractor supplied default passwords, to each person with computer access that are reasonably designed to maintain the integrity of the security of the access controls;
- 4.1.8. Use strong encryption in the following situations:
 - 4.1.8.1. When Personal Information is transmitted over a public network;
 - 4.1.8.2. When Personal Information is stored in non-removable media prior to, or after, processing; and
 - 4.1.8.3. When Personal Information is stored on removable media and that media is in transit between physical locations;
- 4.1.9. Provide ongoing employee training with respect to its information security program, the proper use of the computer security system, and the importance of Personal Information security;
- 4.1.10. Ensure that any employee or contractor of the Contractor who has access to Personal Information resides, and accesses such Personal Information while, in the continental United States;
- 4.1.11. Designate responsibility for maintaining Contractor's comprehensive information security program;
- 4.1.12. Oversee its third-party service providers by taking reasonable steps to select and retain third-party service providers that are capable of maintaining security measures to protect Personal Information consistent with the Agreement, including the Scope of Services, this DPA, and applicable laws;
- 4.1.13. Review the scope of its comprehensive security program at least once a year for the term of the Agreement; and
- 4.1.14. Document responsive actions taken in connection with any incident involving a Security or Privacy Breach, and mandatory post-incident reviews of events and actions taken, if any, in order to make changes in business practices relating to the protection of Personal Information, and promptly provide such documentation to County.
- 4.1.15. Maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Contractor's continued performance of its obligations under the Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, failure of carriers and the failure of the Contractor's or its supplier's equipment, computer systems or business systems ("Business Continuity Plan"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability, and corrective actions designed to be promptly

implemented, if necessary. Contractor represents that, as of the date of this DPA, such Business Continuity Plan is active and functioning normally in all material respects. Contractor shall perform a comprehensive test of its Business Continuity Plan no less than once per calendar year. Contractor further represents that, all parties that are storing or processing unencrypted Personal Information, as part of the Business Continuity Plan or otherwise, must agree to and abide by this DPA. Contractor shall provide a copy of its Business Continuity Plan, and a summary of the results of its two most recent Business Continuity tests to the County upon request, at no charge.

5. Additional Rights and Obligations

51. Contractor grants the County the right to take appropriate and reasonable steps to monitor Contractor and ensure Contractor's use of Personal Information is consistent with all privacy rights and obligations, whether statutory, regulatory, based in common law, contractual, or otherwise. These steps may include, but are not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other policy review or technical and operational testing at least once every 12 months. As an alternative to a County-requested review, assessment, audit, or testing, Contractor, at its own expense, may arrange for a qualified and independent assessor, using an appropriate and accepted control standard or framework and assessment procedure, to conduct such review, scan, assessment, audit, or other policy review and testing of Contractor's policies and technical and organizational measures to satisfy its obligations under this DPA. Contractor shall provide a report of all such review, scan, assessment, audit, or test to the County upon request.
52. Contractor grants the County the right, upon request and notice, to take reasonable and appropriate steps to stop and remediate any and all unauthorized use of Personal Information.
53. To the extent Contractor obtains any audit report or similar assessment regarding its operations or any system or data relating to the Personal Information, Contractor shall make such report or assessment available to the County upon request and at no charge. To the extent such report or assessment determines that Contractor's processes, systems, networks or operations have a material deviation from the applicable standard or best practices, (i) Contractor shall promptly provide all reasonably requested information relating to the deviation that may be requested by the County, (ii) Contractor shall promptly provide a reasonably detailed remediation plan to the County and provide regular updates on the completion of such plan, and (iii) the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such deviation has been corrected to the satisfaction of the County, or to terminate the Agreement with no charge or penalty in the event such deviation is not timely corrected to the satisfaction of the County.

6. Security or Privacy Breach

61. For purposes of this DPA, the term, "Breach of Security" or "Breach" has the meaning given to it under the applicable Florida Statute (F.S. 501.171(1)(a)), applicable state or federal rule/regulation, or contractual obligation.
62. Upon becoming aware of a Breach of Security or Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Personal Information, Contractor shall notify the County in the most expedient time possible and without unreasonable delay or as stipulated below for GLBA or PCI DSS, fully investigate the incident, and cooperate fully with the County's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the County.
 621. GLBA (15 U.S.C. §§ 6801(b) and 6805(b)(2)) (Financial Information) – Contractor must report any unauthorized access to or use of Personal Information without unreasonable delay; and
 622. PCI DSS (Credit Card Data) – Contractor shall report Breach of Security or Breach both orally and in writing to the County. In no event shall the report be made more than two (2) days after Contractor knows or reasonably suspects unauthorized access or use has or may have occurred.
63. The report provided under section 6.2 of this DPA shall identify:
 631. The nature of the unauthorized access, use, or disclosure;
 632. The Personal Information accessed, used, or disclosed;
 633. The person(s) or entities who accessed, used, and disclosed and/or received Personal Information (if known);
 634. What Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure;
 635. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure;
 636. Contractor shall provide such other information, including a written report, as requested by the County.
64. In the event of any Breach of Security or Breach, the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such breach has been corrected to the satisfaction of the County, or to terminate the Agreement with no charge or penalty in the event Contractor does not timely correct the cause of the breach, fully cooperate with the County in any remediation effort, and take such other corrective actions as the County may reasonably require, all in a timely fashion, and all to the satisfaction of the County.
65. Under no circumstances will Contractor make any public statement regarding any Breach of Security or Breach that relates to any Personal Information without the prior written consent of the County.

7. Other Obligations of Contractor

- 7.1. Vendor shall defend, indemnify and hold the County, its subsidiaries and affiliates, and its current and former officers, directors, employees, contractors, agents and representatives harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from any losses as a result of Contractor's storage or processing of data, including without limitation losses resulting from failure, whether by action or inaction, by the Vendor or any of its agents, employees, sub-processors, or representatives to perform the Vendor's duties or obligations under this DPA, as well as for any actual or suspected Security or Privacy Breach, or other actual or suspected unauthorized use or disclosure of County Confidential Information and Personal Information.
- 7.2. Upon termination or expiration of the Agreement, Contractor will promptly return in a manner compatible with the information technology systems of the County, as provided for by County in writing, the Confidential Information (including without limitation all Personal Information) in its possession that was provided by, or on behalf of, the County, unless otherwise required by applicable law.

8. Obligations of the County

- 8.1. The County is solely responsible for:
 - 8.1.1. Ensuring that any consents required by law and/or the County policies and procedures for the collection, access, use, maintenance, and/or disclosure of the Personal Information have been obtained from each individual and entity (including, without limitation, consumers, business Clients, and/or the County's employees and contractors) to whom the Personal Information relates, when it is the County that directly collects, accesses, uses, maintains, and/or discloses that Personal Information;
 - 8.1.2. Rendering any Personal Information on its systems unusable, unreadable, or indecipherable to unauthorized individuals in accordance with industry standards. The County acknowledges that it is the County's responsibility to encrypt all data on the County's systems and media components prior to providing such Personal Information to Contractor for any reason;
 - 8.1.3. Establishing the applicable information security safeguards and associated policies for protecting Personal Information in its facilities; and
 - 8.1.4. Promptly informing the Contractor of any policies that it implements with respect to the processing and protection of Personal Information with express instructions as to how these policies should be implemented by the Contractor.

9. Miscellaneous

- 9.1. Any ambiguity in the terms of this DPA will be resolved to permit Contractor or the County to comply with applicable laws.
- 9.2. To the extent there are any inconsistencies between the terms of this DPA and the terms of the Agreement, this DPA will prevail.

APPENDIX A
Payment Card Industry Safeguard Standards

1. If Contractor is storing, processing, or transmitting cardholder data, or is accepting sensitive authentication data, as defined by the PCI DSS, Contractor agrees to maintain compliance with the current effective version of the PCI DSS throughout the term of the Agreement with the County. Upon request by the County, Contractor will provide County a current PCI DSS Attestation of Compliance.
2. If Contractor is utilizing a Payment Card Industry Security Standards Council ("PCI SSC") approved Point-to-Point Encryption ("P2PE") solution to accept or process credit card payments, Contractor is responsible for the solution's proper implementation and operation in compliance with all applicable PCI DSS, P2PE, and PCI SSC requirements. Contractor responsibilities include ensuring that the P2PE solution maintains its PCI SSC approval status throughout the term of its Agreement with the County. Upon request by the County, Contractor will provide County a current P2PE Instruction Manual, and P2PE Report on Validation (ROV) for the Solution, Application and Components being utilized.
3. If Contractor is utilizing a County-approved third-party vendor P2PE or End-to-End Encryption ("E2EE") solution to accept or process credit card payments, Contractor is responsible for the solution's proper implementation and operation in compliance with all applicable PCI DSS, PCI SSC and third-party vendor solution requirements throughout the term of the Agreement with the County. Contractor also is responsible for providing a responsibility matrix identifying the PCI DSS controls that the County is responsible for meeting, if any, and the controls that will be met by Contractor as required by the current version of the PCI DSS. Upon request by the County, Contractor will provide County the results of any PCI DSS assessments used to support or develop the responsibility matrix relevant to the third-party P2PE or E2EE solution.
4. If Contractor is utilizing a payment application that is Payment Application Data Security Standard ("PA-DSS") validated, Contractor is responsible for maintaining its PA-DSS compliance status throughout the term of the Agreement with the County. Upon request by the County, Contractor will provide County a current PA-DSS Report on Validation certifying the PA-DSS compliance status of the payment application.

Exhibit I – Federal Laws

CONTRACTOR agrees that, if COUNTY is awarded federal funding to support this Agreement, CONTRACTOR will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project (“Federal Laws”). Applicable Federal Laws include, but are not limited to, the following:

- a. Access to records and reports. 49 U.S.C. § 5325(g).
- b. Buy America. 49 U.S.C. § 5323(j).
- c. Cargo Preference Act of 1954. 46 U.S.C. § 55305.
- d. Charter service. 49 U.S.C. § 5323(d), (r).
- e. Clean Air Act. 42 U.S.C. §§ 7401–7671q.
- f. Clean Water Act. 33 U.S.C. § 1251–1387.
- g. Civil rights and nondiscrimination statutes.
 - Nondiscrimination in federal public transportation programs. 49 U.S.C. § 5332.
 - Title VII of the Civil Rights Act of 1964. 42 U.S.C. § 2000e, et seq.
 - Title IX of the Education Amendments of 1972. 20 U.S.C. § 1681, et seq.
 - Age Discrimination Act of 1975. 42 U.S.C. § 6101, et seq.
 - Americans with Disabilities Act of 1990. 42 U.S.C. § 12101, et seq.
 - Rehabilitation Act of 1973. 29 U.S.C. § 794.
- h. Contract Work Hours and Safety Standards Act. 40 U.S.C. §§ 3701–3708.
- i. Energy Policy and Conservation Act. 42 U.S.C. § 6321 et seq.
- j. Fly America. 49 U.S.C. § 40118.
- k. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.
- l. Program fraud. 49 U.S.C. § 5323(l)(1).
- m. Public transportation employee protective arrangements. 49 U.S.C. § 5333(b).
- n. Safe operation of motor vehicles. 23 U.S.C. § 402.
- o. School bus operations. 49 U.S.C. § 5323(f).
- p. Substance abuse. 49 U.S.C. § 5331.

CONTRACTOR agrees to comply with all such Federal Laws, as they may be amended from time to time. In addition, the federal procurement regulations found in Title 2 of the Code of Federal Regulations will apply should the COUNTY be awarded federal funding, and will impose additional obligations on CONTRACTOR.

Additional Federal Laws may apply if the scope of work or CONTRACTOR’s responsibilities under the Agreement change. CONTRACTOR agrees to comply with all applicable Federal Laws throughout the term of the Agreement.