

REQUEST FOR PROPOSAL
RFP-604918-25/PCD
MICRO-TRANSIT SERVICES FOR SEMINOLE
COUNTY



1301 East Second St.
Sanford, FL 32771

RELEASE DATE: December 11, 2024
DEADLINE FOR QUESTIONS: January 13, 2025
RESPONSE DEADLINE: January 22, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/seminolefl>

Seminole County
RFP #RFP-604918-25/PCD
Micro-Transit Services for Seminole County

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1. Introduction

1.1. Summary

The Seminole County Board of County Commissioners (“BCC”) seeks to improve its public transit services County-wide, excluding the rural boundary, through the addition of micro-transit services to replace portions of the current underutilized fixed-route bus services, while also providing connectivity to the LYNX fixed-route bus service and SunRail. The BCC seeks an all-inclusive service from a single provider to include the necessary technology, labor, and vehicles for complete operations management.

It is intended that this service will provide a better quality of service to the residents of the County with on-demand micro-transit as a new public transportation option.

1.2. Background

Seminole County (“County”), Florida is located in the central portion of the State of Florida (“State”) that is part of the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area (“MSA”). The County has an area of 345 square miles, with 309 square miles of land and 36 square miles of water. In 2023, it was estimated the County had population of 486,839, making it the 13th most populated county in the State, though it is the fourth smallest in size. There are seven (7) cities located within the County: Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs.

A representative from the BCC is one (1) of the five (5) members of the Central Florida Regional Transportation Authority (“LYNX”). LYNX currently operates eleven (11) fixed-route bus service routes, two (2) Neighborlink (quasi micro-transit) zones, and provides paratransit and transportation disadvantage services. A representative from the BCC is also one (1) of five (5) members of the Central Florida Commuter Rail Commission (“CFCRC”) for SunRail, which is a commuter rail system that extends from the County of Volusia through Seminole and Orange Counties, the City of Orlando, and to Poinciana in Osceola County. SunRail has four (4) stops located within the County: Sanford, Lake Mary, Longwood, and Altamonte Springs.

1.3. Contact Information

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Department:

Resource Management - Purchasing & Contracts

1.4. Timeline

Release Project Date	December 11, 2024
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Pre-Proposal Meeting (Non-Mandatory)	January 7, 2025, 9:00am Microsoft Teams Join the meeting now Meeting ID: 225 209 739 277 Passcode: TT6y2cL7
Question Submission Deadline	January 13, 2025, 5:00pm
Proposal Submission Deadline	January 22, 2025, 2:00pm

2. Scope of Services

2.1. PURPOSE/OBJECTIVE

The Seminole County Board of County Commissioners (“BCC”) seeks to improve its public transit services County-wide, excluding the rural boundary, through the addition of micro-transit services to replace portions of the current underutilized fixed-route bus services, while also providing connectivity to the LYNX fixed-route bus service and SunRail. The BCC seeks an all-inclusive service from a single provider to include the necessary technology, labor, and vehicles for complete operations management.

It is intended that this service will provide a better quality of service to the residents of the County with on-demand micro-transit as a new public transportation option that is:

- Convenient, safe, and reliable transit operation for all citizens of Seminole County and especially for marginalized community members experiencing barriers to opportunity;
- Economical and efficient to operate and maintain;
- Provided with optimal performance, comfort, and safety;
- A replacement for fixed-route transit network routes and stops with low ridership;
- A system that identifies and fill gaps to broaden the reach of the fixed-route transit network;
- Capable of adapting and expanding to the changing transportation needs of our county through ongoing advertising and marketing that is inclusive community engagement;
- Enhancing of perceptions and support for public transportation in our community;
- Fully compliant with all applicable rules, regulations, standards, local, state and federal laws and regulations.

As such, the BCC is requesting detailed proposals, with one (1) or more options, from each proposer for demand response micro-transit services in accordance with this RFP.

For additional Purpose and Objective information, and to aid in proposal development, proposers are encouraged to:

1. Watch the November 12, 2024 BCC Work Session on “Lynx - Future Transit” beginning on or about the 0:44:47 time mark: <https://www.seminolecountyfl.gov/videos/bcc-am-session-11-12-2024.stml>.

2. Review the following documents attached to this RFP:

1. Map of the County with Rural Boundary Area depicted
2. Current LYNX Route Map
3. Current list of LYNX routes with cost per route
4. Ridership per route
5. SunRail, commuter rail service, Route Map

2.2. PROPOSAL MINIMUM STANDARDS AND REQUIREMENTS

Each Proposer is invited to submit a proposal with one (1) or more options for consideration that include innovative and flexible transportation solutions that will encourage ridesharing, connectivity to other County transportation services, such as the LYNX fixed-route bus service and the SunRail commuter rail system, and reduce automobile dependency to aid in traffic congestion relief.

The proposer must identify, at minimum, the following items in the submitted proposal. It should be noted this is a minimum list and is not all-inclusive. Proposers should expand as appropriate for full proposal(s) clarification and consideration:

- Number of zones proposed. One (1) or more service zones are acceptable;
- Complete annual calendar of hours and days of service;
- Average customer pickup time not to exceed 30 minutes on average;
- Recommended fare structure for what is proposed to include distances traveled and discount plans (i.e., promotions, passes, etc.) to provide an economical service that also is attractive to encourage passengers to consider switching from traditional paratransit or transportation-disadvantaged services;
- Revenues generated through the fare collected could be considered to offset the overall price that will reimburse the provider or could be provided directly to Seminole County irrespective of provider cost;
- Recommendation of what current LYNX fixed route services can be deleted for savings due to the provision of a new service;
- Ownership and provision of the vehicles;
- Identify the responsible party for the maintenance of vehicles;
- System launch calendar identifying key milestones, including public launch date;
- Vehicle storage locations and any obligations of the BCC for said storage;
- Assistance with identifying and applying for additional grant funding and, if awarded, with applicable data collection and compliance with grant terms;
- Any miscellaneous non-listed operational or financial obligations or expectations of the BCC.

2.3. PERSONNEL/STAFFING

The proposal must identify a team, as specified below, within the MSA prior to authorization of services to work within the County. The MSA-based team must include a minimum of a site manager, drivers, mechanics, road supervisors. The BCC may consider non-MSA based team members, such as project managers, dispatchers, administrators, customer service, and others to successfully operate the service.

The proposal must demonstrate proposer has Personnel Policies in effect and in compliance with all applicable laws. At minimum, Personnel Policies must identify its programs as it pertains to the following:

- appropriate background and previous employment checks; and
- a drug-and-alcohol prevention program that meets the standards of the Federal Transit Administration (“FTA”) and complies with Department of Transportation (DOT) 49 CFR Part 40, to include:

- administering random, reasonable suspicion, and pre-employment drug and alcohol screenings;
- generating and maintaining accurate drug and alcohol program records, reports, and documentation;

At the sole discretion of the BCC, additional policies may be required to be incorporated into proposer's Personnel Policies as it pertains to operations within COUNTY for the services contemplated in the Agreement.

Proposer must acknowledge and demonstrate a technical training and support program to ensure personnel are trained to proficiency on safely operating vehicles and equipment and on generally assisting riders, including those with disabilities. Such general assistance to riders, includes deploying and stowing the lift or ramp, securing riders' wheelchairs or mobility devices, assisting with seat belts and shoulder harnesses, and handling fare media, as needed. Reasonable modifications to general assistance may be requested by the rider and should be granted so long as the request is consistent with Appendix E to Part 37, Title 49 in the Code of Federal Regulations.

At the commencement of services, the Proposer shall ensure personnel are knowledgeable about the LYNX fixed bus routes and SunRail commuter rail services to adequately assist customers with connections to these services.

2.4. OPERATIONS - ZONES AND SERVICE MODELS

As part of the BCC's initial conceptualization of a micro-transit solution, different zones were considered throughout the County excluding the rural boundary. From this review, it was determined that the BCC is open to considering one (1) or more zones proposed.

Additionally, the BCC is also open to proposals that uses corner-to-corner, curb-to-curb, and/or door-to-door service models. If at any time, the service uses algorithmic "virtual" stops, the BCC retains the right to review and modify proposed stops to ensure locations are safe, accessible, and well-coordinated with other transit services.

2.5. OPERATIONS - VEHICLES

Vehicles must be wrapped or decaled in a branded design approved by the BCC. Other exterior or interior advertising will be allowed as permissible with state and federal regulation and with the approval the BCC. The Proposer is encouraged to utilize advertising as means to reduce the service costs to the BCC. All records relating to advertising revenue are subject to audit by the BCC.

Proposer must provide all necessary and standard vehicle servicing and maintenance to ensure all vehicles are safe, fueled, and cleaned each day. The proposer is responsible for the cost of fuel and fueling all vehicles. The proposer must be responsible for maintaining vehicles consistent with applicable laws and regulations and all recommendations by the Original Equipment Manufacturer. The proposer must be responsible for repairing all vehicle damages. The proposer must maintain each vehicle in a clean condition both internally and externally. The proposer must have a process for resolving any biohazards and pest infestations (e.g., bed bugs, fleas) that may surface in the vehicles. All cleaning services and costs are the responsibility of the proposer.

The proposer must be able to deploy wheelchair-accessible vehicles (“WAV”) as requested by any customer in the service zone with equivalent service levels as non-WAV requests. Wheelchair lifts and other accessibility features must receive regular maintenance checks and inspections by the proposer. Maintenance records must indicate all accessibility features are maintained in operative condition and must be made available to the BCC or the FTA upon request. All accessibility features require prompt repair if the features are damaged or out of order. Service animals, as defined by the FTA, must be allowed in all vehicles for no additional fare.

The proposer must either provide all vehicles with bike storage racks installed upon them or a customer must have the ability to request a vehicle with bike storage rack equipped vehicle.

2.6. FARE COLLECTION

The Proposer is encouraged to utilize fare collection as means to reduce the service costs to the BCC. Proposals must include the responsibility for all aspects of fare collection, which include, but is not limited to, the following:

- suggested fare level
- a fare policy, which include discounts and passes
- the accommodation of fare collection for unbanked customers without access to credit/debit cards.

The fare system must be able to properly account for fare revenue and include a process for crediting the revenue to the BCC, if the fare revenue is not intended to reduce the service costs to the BCC. The proposer is responsible for strict internal controls for collecting and securing fares. All records relating to passenger fares are subject to audit by the BCC.

2.7. CALL CENTER / CUSTOMER SERVICE

The proposer must provide staffing and day-to-day resources for personalized and responsive customer service for riders through a call center.

The call center must be an additional option for customers to register to use the micro-transit service, request rides, and seek customer support. The call center will provide support during all service hours, including support after-hours for emergencies.

Customer support must be made available at a minimum in English and Spanish, with additional languages preferred. The Proposer should provide a list of languages that can be accommodated. Alternatives to voice telephone communications, such as relay services or telecommunications devices for the deaf (“TDD”) must also be made available. The proposer and the BCC must have the ability to monitor call center response times and work together to ensure customers receive prompt, professional, and satisfactory customer service.

The call center must have the ability to transfer calls from the proposer’s call center for inquiries that are better suited to be addressed by the other operational areas of the BCC.

All complaint information received by the Proposer and associated outcomes must be available to the BCC upon request.

2.8. QUALITY ASSURANCE AND LAUNCH AND IMPLEMENTATION PLANS

All proposals must include a Quality Assurance Plan, and a Launch and Implementation Plan, which includes a soft launch period to fully test the service before official full-service launch. The soft launch test must involve select community partners, including WAV service for passengers and using a call center to register accounts and request rides. The proposer shall report to the BCC any major obstacles and/or issues with service and how the proposer plans to mitigate these obstacles before an official full-service launch.

2.9. PUBLIC INVOLVEMENT

The proposer must develop a Public Involvement and Community Outreach program related specifically to the micro-transit service, which includes, but is not limited to, the following activities:

- Public Involvement Coordinator: Identification and appointment of a Public Involvement Coordinator to manage all Public Involvement activities, community interaction, and customer engagement. The Public Involvement Coordinator shall work in alignment with the Crisis Communications Plan, coordinating efforts with the County's Offices of Emergency Management and Communications;
- Stakeholder Identification and Outreach: Communication with affected stakeholders, including, but not limited to, current public transit users, property owners, local government officials, and representatives from SunRail and LYNX. The proposer shall maintain a comprehensive and up-to-date database of stakeholder contact information, including mailing and email addresses, with weekly updates to reflect outreach efforts;
- Presentations: Coordination, development, and delivery of micro-transit presentations to identified stakeholders. It is anticipated that approximately three (3) meetings will be conducted weekly during the first year of operations;
- Outreach Material Distribution: Monthly replenishment of micro-transit-related materials at key public locations, such as libraries, grocery stores, apartment complexes, community centers, colleges and universities, major employment centers, government complexes, post offices, and malls;
- Development of Outreach Materials: Creation, execution, and distribution of all outreach materials, including, but not limited to, videos, brochures, newsletters, flyers, mailings, announcements, neighborhood-specific door hangers, and community outreach efforts. This includes coordinating phone banks, training for outreach staff, and preparing materials for all presentations and micro-transit-related meetings. Proposers must also develop meeting agendas, press releases, notifications, handouts, scripts, and post-meeting summaries/minutes as required;
- Participation at Events: Representation at conventions, exhibits, community events, etc., with an estimated twelve (12) engagements annually;

- **Special Events Coordination:** Development and execution of plans for special events, including media events, promotional campaigns, and operational launches. Proposers must identify and collaborate with stakeholders, vendors, and potential sponsors, as well as manage event invitations and invitee lists. It is estimated that four (4) special events will occur annually;
- **Website Development:** Creation, launch, and ongoing maintenance of a micro-transit website in collaboration with the Office of Communications Web Manager and the Communications Department.

2.10. MARKETING

The proposer must develop a comprehensive micro-transit marketing plan to maximize ridership and adapt operations and maintenance strategies based on customer demand. Proposer's marketing activities must prioritize ridership growth, revenue generation, community engagement, and establishing a strong service brand. The plan must include, but not be limited to, the following components:

- **Stakeholder Engagement and Analysis:** Identification of key stakeholders and analysis of the demographic and behavioral characteristics of the potential customer base to inform targeted outreach and marketing efforts. Activities include:
 - Developing sales, pricing, and promotional strategies to drive ridership growth;
 - Administering and compiling annual on-board ridership surveys;
 - Conducting post-operation ridership and satisfaction surveys;
 - Coordinating post-operation efforts with the Central Florida Commuter Rail Commission's Customer Advisory Committee;
 - Crafting a customer-focused mission statement to guide marketing efforts.
- **SWOT Analysis:** Preparation and annual updates of a Strengths, Weaknesses, Opportunities, and Threats ("SWOT") analysis for the micro-transit service, including:
 - Current and projected market shares compared to major competitors, such as roads, rideshares, buses, carpools, bicycles, and walking;
 - Financial strengths and weaknesses of the micro-transit service versus competitors;
 - Price and service sensitivity of the micro-transit service and an assessment of its ability to respond to these factors;
 - Evaluation of technological capabilities and gaps for the micro-transit service and competitors;
 - Opportunities for service diversification;
 - Assessment of potential strategies to improve performance and foster growth.

- Marketing and Promotional Services Development: Creation of a three-year marketing plan, including but not limited to:
 - Communications planning and execution;
 - Development and delivery of marketing and advertising campaigns;
 - Conducting marketing and media research;
 - Media planning and placement;
 - Design and production of media communications and collateral materials;
 - Development of audio and video presentations;
 - Post-campaign analysis, focus groups, and patron surveys.

2.11. WEBSITE SOFTWARE AND MOBILE APPLICATION

The proposer must provide website software for customer interface and a mobile application for the micro-transit service. The website software and mobile applicable must:

- Available on app markets at no cost such as on the Apple App Store and Google Play;
- Supports at a minimum in English and Spanish, with additional languages preferred. and
- Supports Americans with Disabilities Act compliant accessible customer interface;
- Intuitive and user-friendly navigation that incorporates the BCC's brand;
- Pool customers' pick-up and drop-off locations based on the standards for passenger wait times;
- Reserve both subscription/recurring and pre-scheduled demand response trips;
- Limit the time added to an individual passenger trip based on re-route to pick up additional passengers;
- Allow customers to set user characteristics such as wheelchair use, blind/low-vision, deaf/hard of hearing, traveling with a PCA or service animal, limited English proficiency, bicycle storage, etc;
- Collect fares;
- Produce audible and/or haptic alarms for notification or changes to the schedule;
- Allow users to book spontaneous and re-occurring rides, as well as modifying and canceling future ride requests;
- Save home address and frequent destinations with user profile
- Provide estimated time of pick-up and drop-off;

- Display real-time vehicle locations and arrival predictions;
- Provide the number of seats available on the vehicle, including ambulatory/securement seating capacity;
- Monitor, document, and generate reports for the provision of equivalent service for riders with disabilities, including those who use wheelchairs, and riders without disabilities with respect to the following characteristics: response time, fares, geographic area of service, hours and days of service, restrictions or priorities based on trip purpose, availability of information and reservations capability, and any constraints on capacity or service availability.

2.12. DATA PERFORMANCE MONITORING & REPORTING

Proposals must provide current monthly 2024 call center standard results for all of proposer's customers, to include a minimum of the following information:

- Speed to answer;
- Average length of call;
- Abandonment rate;
- First time resolution result percentages.

Proposers must provide a software/app system to collect, store, and manage all data in compliance with all applicable laws.

The selected solution must share data so that the BCC can review Key Performance Indicators ("KPIs"), performance dashboards, and reports to support administrative and operational functions, as well as ensure compliance with requirements set forth by the Federal Transit Administration, State of Florida, and the National Transit Database, such as but not limited to:

- Call center data, including number of calls received and answered, wait times, and hold times;
- A copy of all logged customer complaints;
- Event management and reporting, including detailed descriptions of all major, minor, and near-miss accidents and incidents, passenger injuries, any citations issued, and a copy of all reports provided to law enforcement;
- Vehicle maintenance logs and service interruptions.
- On-time performance to include time of request versus time of pickup;
- Performance analysis (booked versus delivered services);
- Service planning (including geocoded origin/destination pairs for booked and exploratory trip plans);

- Data on unique new riders and statistics on rider retention over time;
- Cancellation rates and how they may relate to other factors such as wait time;
- How riders learned about the service (marketing effectiveness);
- All user- and system-initiated trip changes as requested, booked, and completed to support customer service, auditing, and incident management.

County staff must have the ability to extract KPIs, reports, and underlying data in accessible formats for importing into other analysis and reporting tools including efficiency and effectiveness of trips, travel patterns, rider demographics, and geographic breakdowns.

Monthly progress reports and key performance indicator reports shall be produced by the proposer and these reports shall be shared with the BCC. As part of the key performance indicator reports, the proposer shall report on the equivalent service standards for ambulatory customers and customers requiring mobility assistance. If data indicates that agreed upon service levels are not met, the proposer shall coordinate with the BCC to adjust the service.

2.13. STANDARDS OF PERFORMANCE/GUARANTEES OF SERVICES

Proposals must, at a minimum, provide the following:

1. a target level of service,
2. performance standards
3. remedial action plans with timelines, and
4. forms and amounts of reimbursement or compensation when target levels of service and performance standards are not met.

Any exclusions and calculations for the information described in the list above, including any additional standards of performance and guarantees of service proposed, must also be included in the proposal.

Proposers must take into account times when service levels may change (e.g., due to holidays, special events, etc.) and provide in the proposal plans for such variances from the standard target level of service.

Proposer must demonstrate it is capable of regularly reviewing target level of service and performance standards and providing timely, detailed monthly reports as required by the agreement and information requested by the BCC.

3. Instructions to Proposers

3.1. Contact

All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, PCD ADMIN, regarding this RFP or their written proposal at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the COUNTY.

3.2. Pre-Proposal Conference

Seminole County Purchasing and Contracts Division will conduct a **Non-Mandatory** Pre-Proposal Conference on Tuesday, January 7, 2025 at 9:00 am. The meeting will take place at Microsoft Teams Join the meeting now Meeting ID: 225 209 739 277 Passcode: TT6y2cL7.

3.3. Public Opening

Electronic submittals shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7116. The Public Opening via ZOOM

<https://us06web.zoom.us/j/84499184101?pwd=UVhDbk9IS3lnZkZUMW9WV01vWlp3UT09/>
Meeting ID: 844 9918 4101 / Passcode: 760550

3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (<https://secure.procurenw.com/portal/seminolefl>)

3.5. Proposal Submission and Withdrawal

The COUNTY will accept submittals electronically via the COUNTY's e-Procurement Portal until 2:00 pm on Wednesday, January 22, 2025. Proposals received after the scheduled due date and time for submission shall not be considered. Proposals submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Proposer for this solicitation and will appear on the Follower's list. Proposers that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this RFP. If a Proposer encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Proposers may access the Help Center for [vendor training](#) guides provided by OpenGov-

Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-time chat function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at support@procurenw.com for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Proposers shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Proposer is using to submit a response. Failure of the Proposer to successfully submit an electronic proposal before the deadline indicated herein shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Proposer will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7116, before the 2:00 pm deadline.

The Proposer is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written submittal.

Proposers may withdraw their submittal electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

3.6. [Inquiries](#)

All Proposers should carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Proposer, shall constitute an acceptance by the Proposer of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the RFP documents **including the attached Draft Agreement**, shall be requested in writing, and received no later than 5:00 pm on Monday, January 13, 2025. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this RFP. If the Q&A deadline has passed, a Proposer may contact the COUNTY directly if necessary at pcdadmin@seminolecountyfl.gov. The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

3.7. [Addenda](#)

Should revisions to the RFP documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the RFP's Followers list. All Proposers should check the COUNTY's Website or notify PCD ADMIN to verify information regarding Addenda. Failure to do so may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". By execution of the Formal Notice for this RFP, the Proposer acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website

(<https://secure.procorenow.com/portal/seminolefl>). It is the sole responsibility of the Proposer to ensure that they obtain information related to any Addenda.

3.8. Selection Process and Award

Proposals will be reviewed by the COUNTY Evaluation Committee in accordance with the evaluation criteria set forth in Section 5. Evaluation Phases of this solicitation. The COUNTY reserves the right to conduct interviews and require presentations of any or all Proposers prior to selection. The COUNTY will not be liable for any costs incurred by the Proposer in connection with such presentations. The COUNTY reserves the right to negotiate best and final offers on all aspects of the proposals and to award a contract as determined by the COUNTY to be in the best interest of the COUNTY. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

3.9. Proposal Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

3.10. Accuracy of Proposal Information

By submission of a proposal, Proposer acknowledges that they have carefully examined the Request for Proposal documents and agrees to furnish the services specified in the solicitation at the prices, rates or discounts as proposed. Proposers agree that their proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a proposal, Proposer agrees to abide by all conditions of this proposal and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Proposer certifies that all information contained in their proposal is truthful to the best of their knowledge and belief. Proposer further certifies that they are duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if selected.

3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Proposers review the minimum insurance requirements listed within the Draft Agreement with their insurance carriers. By submitting a proposal, Proposer acknowledges that the insurance requirements in the Draft Agreement may be modified in the sole discretion of the COUNTY based on the proposal. As such, Proposer agrees to provide a copy of the insurance certificate in accordance with COUNTY insurance requirements and must be furnished to the

COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Proposer that fails to provide the insurance as required within the COUNTY's Award Agreement.

3.12. Licenses

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal under this RFP. Failure of the Proposer to be fully licensed and certified, may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., is the responsibility of the Proposer.

3.13. Posting of the RFP's Recommendation and Intent to Award

The recommendation and intent to award for this RFP will be posted on the COUNTY's Website (<https://secure.procurenow.com/portal/seminolefl>). Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

3.14. Public Records

Upon recommendation and intent to award this RFP as posted to the COUNTY's website or thirty (30) calendar days after closing, proposals are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by uploading any information deemed confidential separately under "Confidential Files," and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the RFP documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Public Records Law; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3.15. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure the Award Agreement for this RFP, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3.16. Rejection/Disqualification

The COUNTY reserves the right to reject the proposal of any Proposer who has failed to perform, in a timely manner, the scope of services of a previously awarded agreement. The COUNTY reserves the right to inspect all facilities of Proposers in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

3.17. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this RFP in their entirety.

3.18. Affirmation

By submission of a proposal, the Proposer affirms that their proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **The Proposer agrees to abide by all conditions of this RFP and the resulting Award Agreement as prepared by Seminole County.**

3.19. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or order at no further expense to the County.

3.20. Advertising

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval of the County Manager's Office.

3.21. Patents and Royalties

Unless otherwise provided, the Proposer shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this PS. The Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied

by the Proposer. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Proposer. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the 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 the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

3.22. Drug-Free Workplace Compliance

Proposer shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the proposal and all agreements as a result of this solicitation.

3.23. Public Entity Crime

Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

3.24. Proprietary/Restrictive Specifications

Proposers who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this Request for Proposals and prior to the due date.

3.25. Payment Terms/Discounts

The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

3.26. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document and Award Agreement shall apply. Any and all additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or special conditions in these RFP documents and any Addenda issued under this solicitation are the only conditions

applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this.

3.27. Price Redeterminations

1. During the Renewal Term: Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. Outside the Renewal Term: Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

• Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

=105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

$\$14.00 \times .666 = \9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

3.28. Expiration Upon Failure to Agree to Price Redetermination

If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

3.29. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

3.30. Purchasing Agreements with Other Government Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

4. Instructions for the preparation of Submittals

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. The proposals shall include all of the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. Proposals must be organized and sections tabbed in the order noted below. The Proposer shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations are at the option of the County. Marketing materials shall not be included as documentation of Proposer's ability to provide services required. Compliance with all requirements will be solely the responsibility of the Proposer and failure to provide requested information may result in disqualification of response.

4.1. Type of Business*

- Corporation
- Joint Venture
- Partnership
- Proprietorship

*Response required

4.2. Type in your Legal Entity Name Here.*

This name will be verified against the Secretary of State website.

*Response required

4.3. Federal Employer ID Number (FEIN)*

*Response required

4.4. Incorporated in the State of _____.*

Ex.) Florida

*Response required

4.5. List of Principals*

*Response required

4.6. Upload evidence of authority to do business in the State of Florida.*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

*Response required

4.7. License Sanctions*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

*Response required

8. Did you include or provide your bid security?*

1. Bid Security shall be made payable to COUNTY, in an amount of five percent (5%) of the Bidder's Total Bid and in the form of a certified or cashier's check, or a Bid Bond issued by a Surety meeting the requirements of these Bid Documents.
2. The Bid Security of the selected Bidder will be retained until such Bidder has executed the Agreement, furnished the required Bonds and the Insurance Certificates and Endorsements, in accordance with the COUNTY requirements. If the selected Bidder fails to execute and deliver the Agreement or furnish the required Contract documents, within the allotted time, COUNTY may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of all other Bidders will be returned to them immediately after the execution of the Agreement by the awarded Contractor.
3. Bid Security is submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of at least ninety (90) days after the closing time for receipt of Bids. By mutual agreement of the COUNTY and an Apparent Low Bidder, the Bid acceptance period may be extended for a period longer than ninety (90) days.
4. All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations. All 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 or as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

*Response required

4.8. Proposal Content*

WARNING: DO NOT UPLOAD CONFIDENTIAL INFORMATION HERE.

- A. Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the

Letter of Transmittal indicating the agent's title or authority. This letter should also serve as acknowledgement by the Proposer that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance, bonding and licensing requirements. Further, the Proposer acknowledges their intent to execute an Agreement with the COUNTY.

- B. STATEMENT OF QUALIFICATIONS/PERSONNEL: Each proposal shall include a statement of the contractor's qualifications that includes:
1. A description of the contractor's experience with similar work, including references for at least five **(5)** existing or past clientele. Use "Similar Project Experience" form. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.
- C. PROJECT UNDERSTANDING AND APPROACH: Each proposal shall include a section detailing the contractor's understanding of, and planned approach to, the services contemplated in Section 1. Scope of Services.

*Response required

4.9. [Proposer demonstrates the RFP requirements in detail or acknowledges, and accounts for all costs in each turn-key model submittal.*](#)

- Yes
 No

*Response required

4.10. [Similar Project Experience - References*](#)

Please download the below document, complete, and submit here.

- [SIMILAR PROJECT EXPERIENCE ...](#)

*Response required

4.11. [Proposers response to State or Federal funding.*](#)

Proposer 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, Proposer agrees to comply with all applicable terms, conditions, rules, regulations, guidance, and requirements set forth by the grant and COUNTY, as well as applicable State of Florida and Federal law. By selecting "yes" below, CONTRACTOR acknowledges COUNTY may issue an amendment to the agreement incorporating grant requirements, which CONTRACTOR must agree to and that failure to agree to such grant requirements may be deemed a material breach for which COUNTY may immediately terminate the Agreement.

- Yes
- No

*Response required

4.12. License Sanctions

Regulatory/license agency sanctions within the past 5 years.

4.13. Conflict of Interest Statement*

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Micro-Transit Services for Seminole County.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, **state the individual(s) name(s)**, who is a member of the above-named entity's ownership or management, and is currently serving as a member, **and on which Seminole County advisory board(s) or committee(s)** they are currently serving as a member, in the following question.

- Please confirm

*Response required

4.14. Conflict of Interest Statement Cont...*

- A. Enter the name(s) of the individual(s) who is serving on a Seminole County advisory board(s) or committee(s).
- B. Enter the Seminole County advisory board(s) or committee(s) that the individual(s) is serving as a member.
 - If this is not applicable, type "N/A."

*Response required

4.15. Compliance with the Public Records Law*

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- 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 that said statute controls over the terms of this Agreement.
- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 1. 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. provide the public 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;
 3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;
 4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of

this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

- C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Please confirm

*Response required

[4.16. Confidential File\(s\)](#)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

[4.17. Worker's Compensation Compliance Certification*](#)

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To comply with this requirement, the undersigned hereby certifies that:

- Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
 Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

*Response required

[4.18. Worker's Compensation Compliance Certification Cont...*](#)

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

*Response required

[4.19. W-9 Form*](#)

Please upload your current W9 form here

*Response required

4.20. Drug Free Work Place*

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Please confirm

*Response required

4.21. Americans Disabilities Act Affidavit*

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or

any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

Please confirm

*Response required

4.22. [Insurance Confirmation \(for the Insurance Agency to complete\)*](#)

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE_CONFIRMATION.docx](#)

*Response required

4.23. [E-Verify*](#)

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.

- A. 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.
- B. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement 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.

Please confirm

*Response required

4.24. Compliance with Foreign Country of Concern Attestation*

Per section 287.138, Florida Statutes, Seminole County is prohibited from accepting bids, proposals, replies, or from entering into contract with any entity that is owned or controlled by a government of a Foreign Country of Concern or that is organized under or has its principal place of business in a Foreign Country of Concern. This prohibition also extends to renewals of existing contracts. In compliance with section 287.138, all vendors must attest to the following:

- A. CONSULTANT/CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in its entity. Foreign Country of Concern include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

Under the penalties of perjury, I declare that I have read the foregoing **Foreign Country of Concern Attestation** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

4.25. Certification*

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Please confirm

*Response required

4.26. Affidavit of Non-Coercion for Labor and Services*

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, attest under penalty of perjury that my company or organization does not use coercion for labor or services.
- B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.

- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing **Affidavit of Non-Coercion for Labor and Services** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5. Evaluation Phases

EVALUATION PROCESS: Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. The Proposer's proposal will be substantial part of the decision process to select the awardee. Each proposal will be reviewed independently based solely on the merits of the proposal. The proposals will then be scored and a short list of Proposers may be selected for additional evaluation, Proposer presentations, and reference checks. The recommended ranking will be provided to the BCC for consideration. The COUNTY reserves the right to negotiate best and final offers on all aspects of the proposals and to award a contract based on the proposal that best meets the County's requirements. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal which presents the best value to the COUNTY based on the evaluation process and all the information gathered.

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

ASSESSMENT:

The Evaluation Committee will evaluate each proposal against the criteria stated in the solicitation. Assessment results may be stated as follows:

Highly Acceptable: Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

Acceptable: Proposal meets the County requirements. Any weakness is minor.

Marginal: Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unsatisfactory: Proposal does not comply substantially with the requirements.

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.

Deficiencies: Those areas where the proposal fails to meet the County's requirements.






EVALUATION METHOD AND CRITERIA: Proposals will be evaluated using the criteria listed below to ascertain which proposal best meets the requirements of the County. The items to be considered during the evaluation and associated point values are as follows:

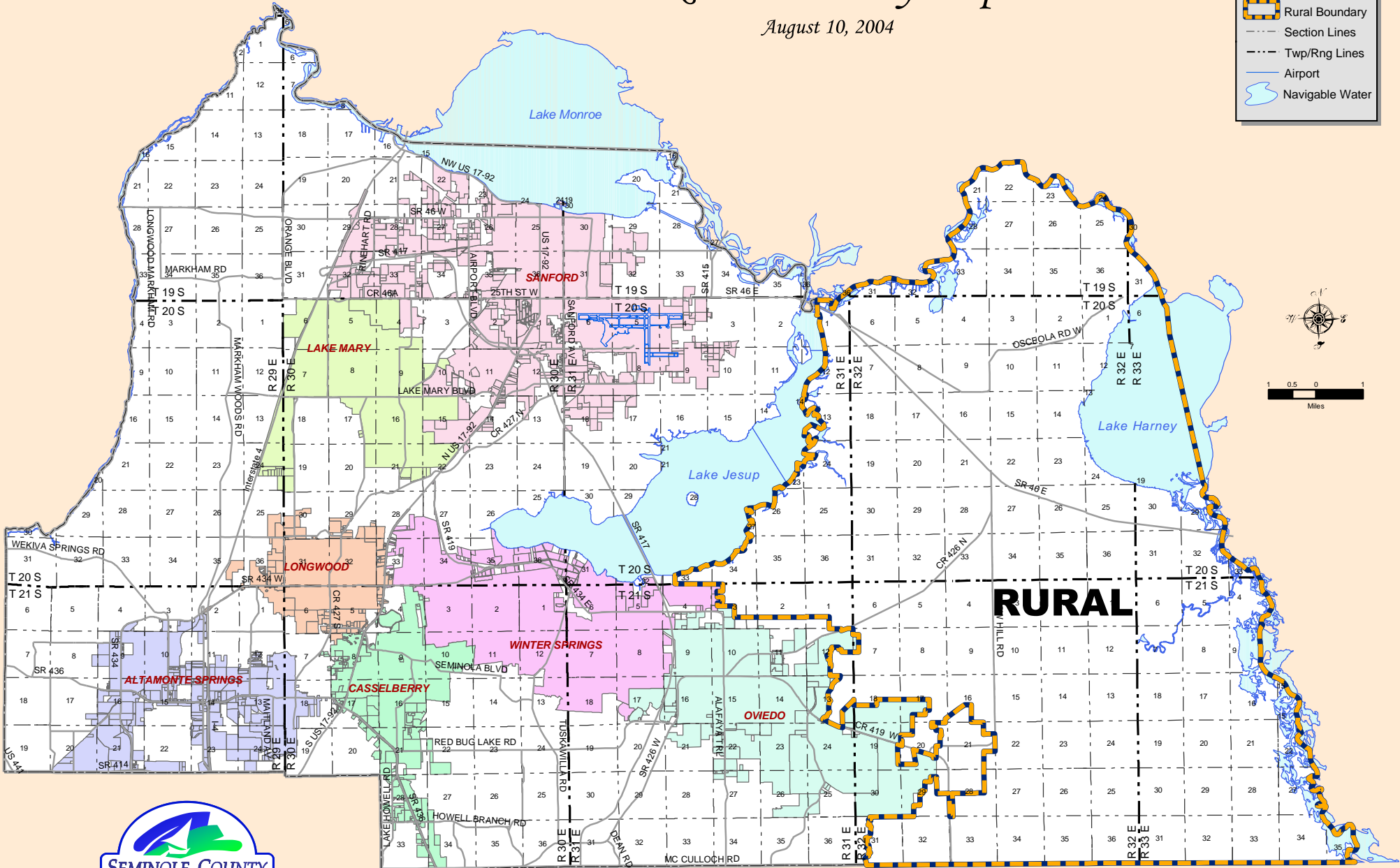
No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost	0-100 Points	25 <i>(25% of Total)</i>
2.	Recommended Service Area Zones	0-100 Points	20 <i>(20% of Total)</i>
3.	Customer Service Interface - Software and Call Center	0-100 Points	20 <i>(20% of Total)</i>
4.	Maximum Pickup Times	0-100 Points	10 <i>(10% of Total)</i>
5.	Connectivity with Lynx and SunRail	0-100 Points	10 <i>(10% of Total)</i>
6.	Firm Experience	0-100 Points	5 <i>(5% of Total)</i>
7.	Grant Assistance Capabilities	0-100 Points	5 <i>(5% of Total)</i>
8.	Customer Fare Structure	0-100 Points	5 <i>(5% of Total)</i>

Rural Boundary Map

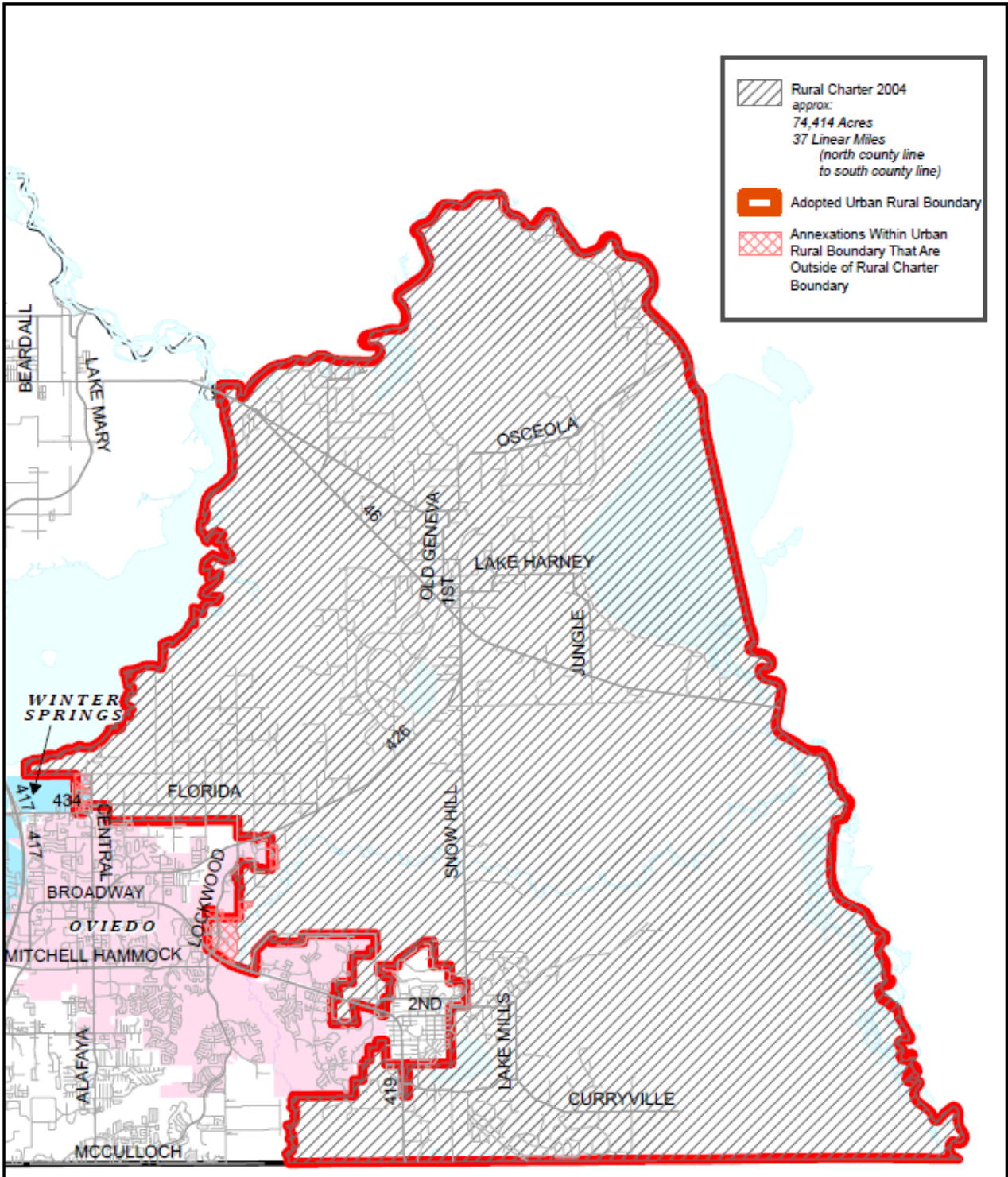
August 10, 2004

Legend

-  Rural Boundary
-  Section Lines
-  Twp/Rng Lines
-  Airport
-  Navigable Water



Seminole County Rural Boundary Map



Transportation Disadvantaged (TD) Funding	\$1,266,329
LYNX Stabilization Fund	(\$688,236)
	\$5,097,188

Total Operating Costs **\$13,098,018**

<i>Capital Funding Cost</i>	Amount
\$3 per Hour Capital Funding	\$376,308
	\$376,308

<i>Sunrail Feeder Route Contribution</i>	Amount
9 Months Contribution	\$542,911
	\$542,911

Total County Transit Service Cost **\$14,017,237**

FY2025 Billing Schedule

October-24	\$1,168,103
November-24	\$1,168,103
December-24	\$1,168,103
January-25	\$1,168,103
February-25	\$1,168,103
March-25	\$1,168,103
March-25	\$1,168,103
May-25	\$1,168,103
June-25	\$1,168,103
July-25	\$1,168,103
August-25	\$1,168,103
September-25	\$1,168,104

Annual Funding Request from County **\$14,017,237**

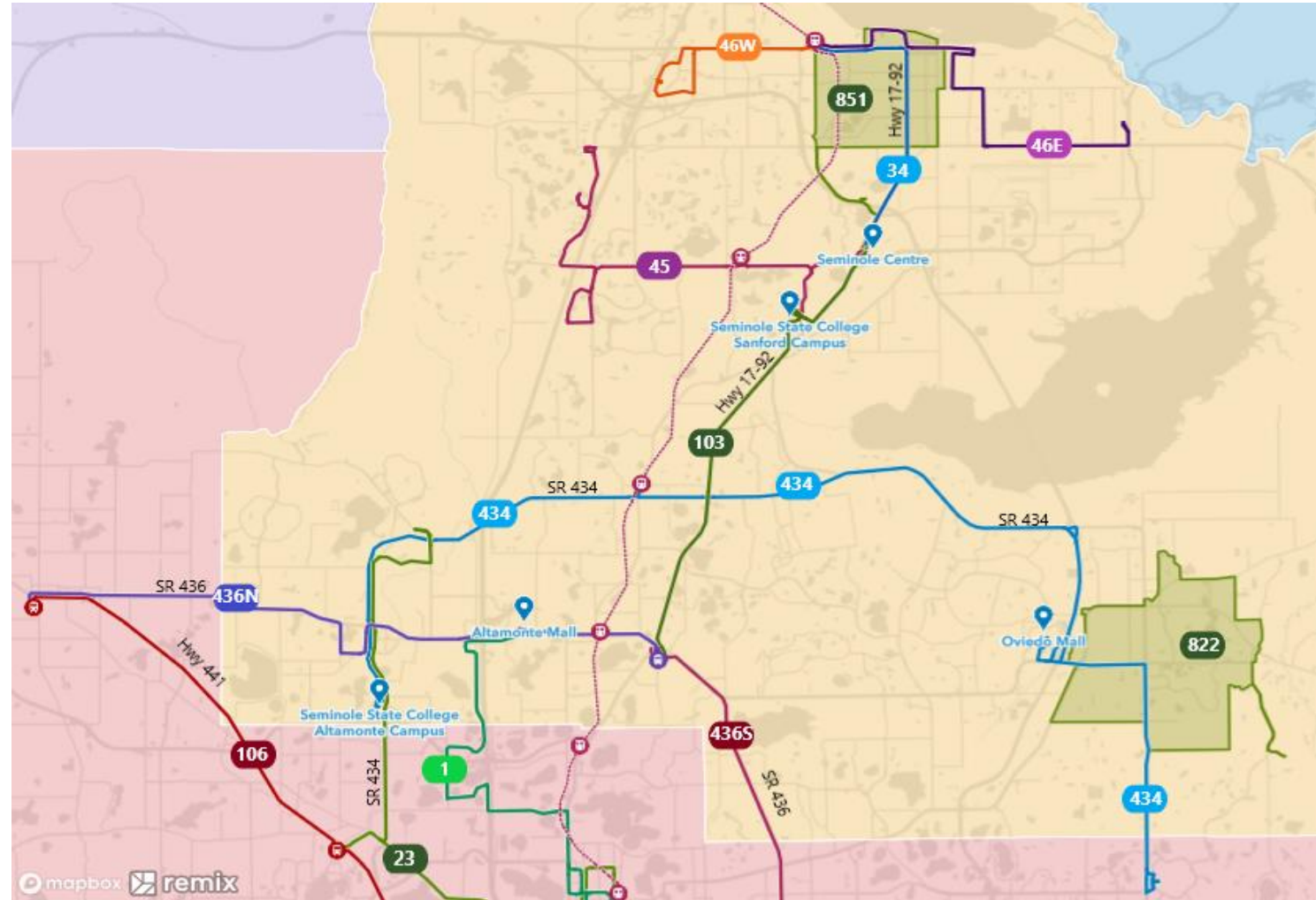
Existing Service

Fixed Route:

- Link 1 – Winter Park/Maitland/Altamonte Springs
- Link 23 – Winter Park/Rosemont/Springs Plaza
- Link 34 – North Hwy 17-92/Sanford
- Link 45 – Lake Mary
- Link 46E – East First St./Downtown Sanford
- Link 46W – West S.R. 46/Seminole Towne Center
- Link 103 – North Hwy 17-92/Seminole Centre
- Link 106 – North Hwy 441/Orange Blossom Trail
- Link 434 – S.R. 434
- Link 436N – S.R. 436/Fernwood/Apopka
- Link 436S – S.R. 436/Fernwood/Orlando Int'l Airport

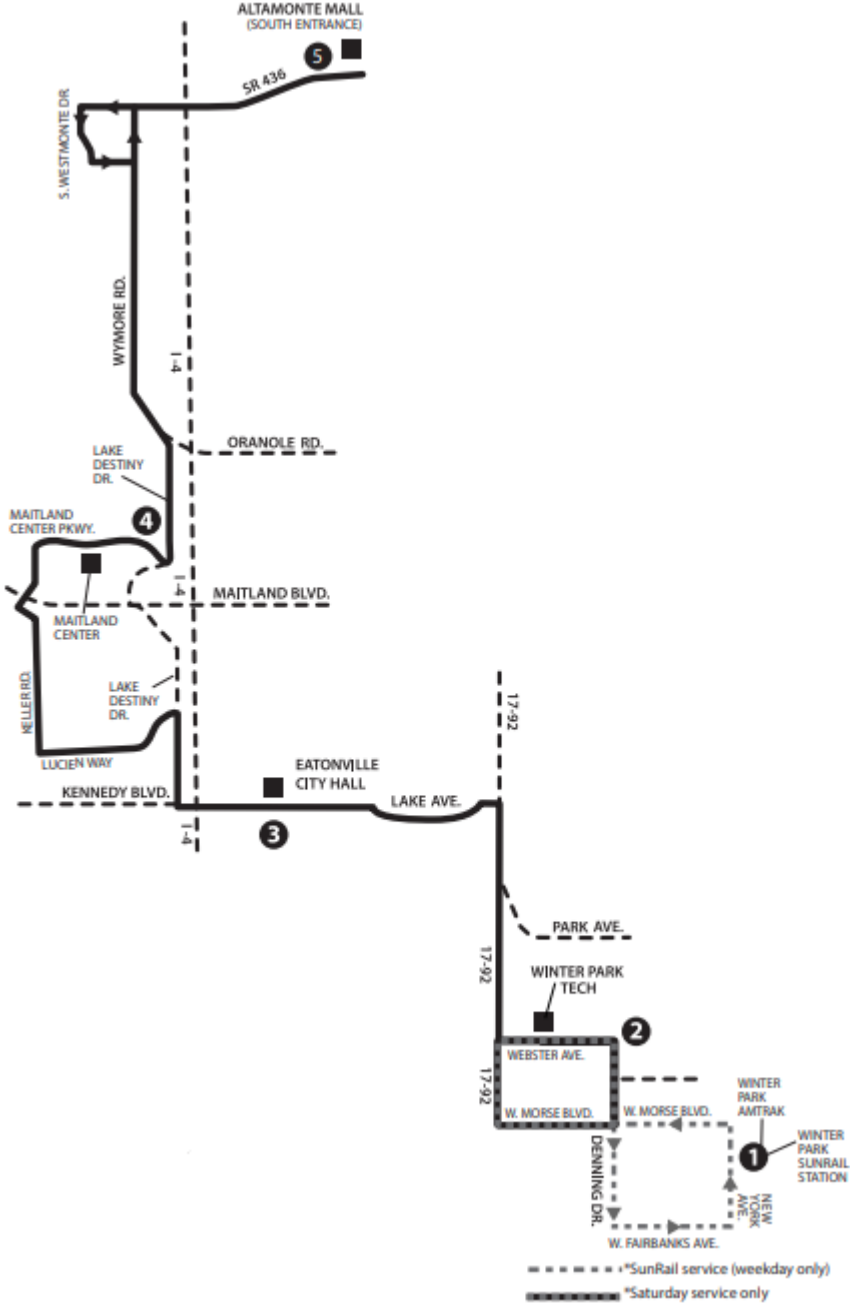
NeighborLink:

- NeighborLink 822 – Oviedo
- NeighborLink 851 – Sanford



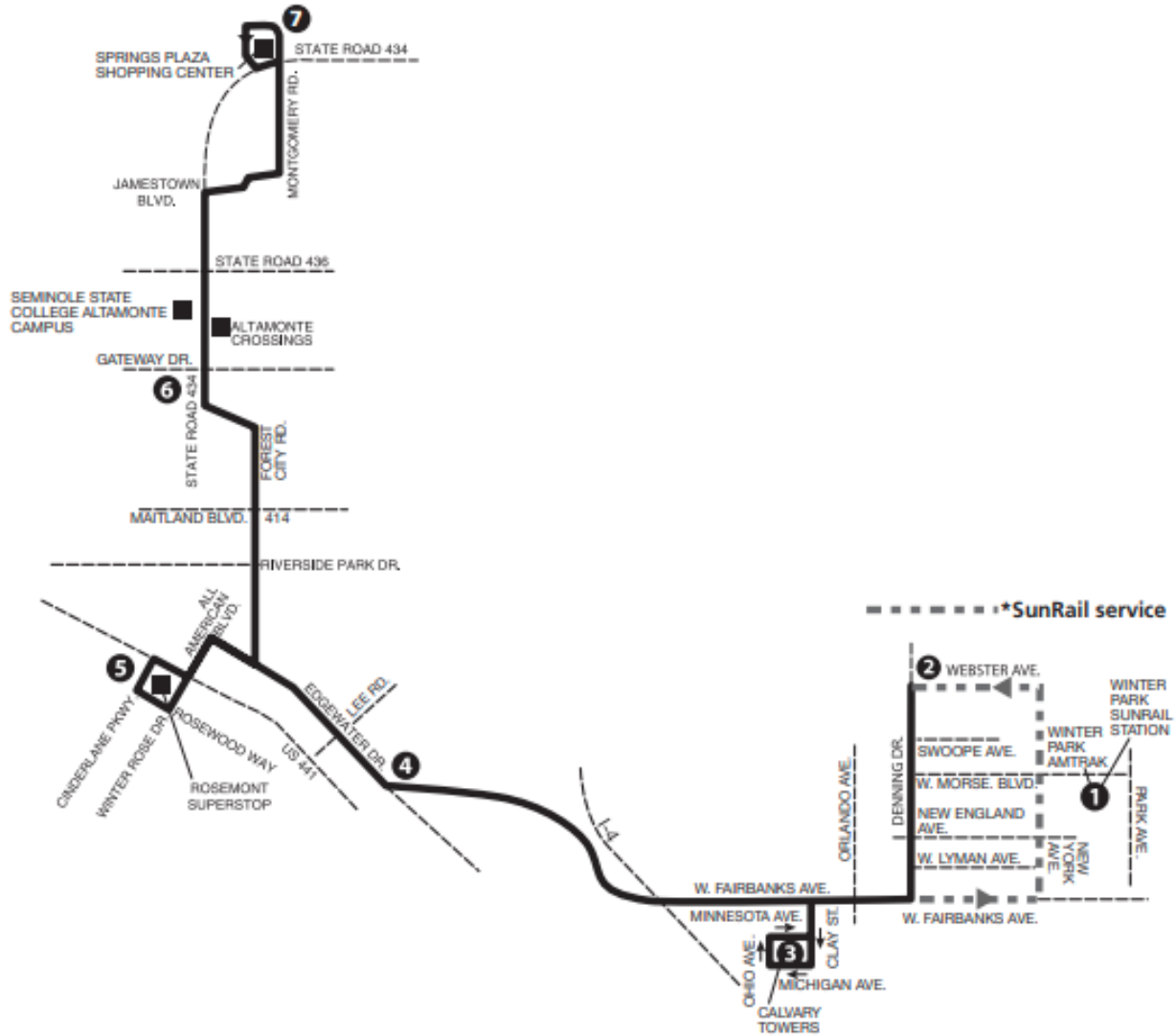
LINK 1 Winter Park/Maitland/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, Winter Park SunRail Station and Winter Park Amtrak



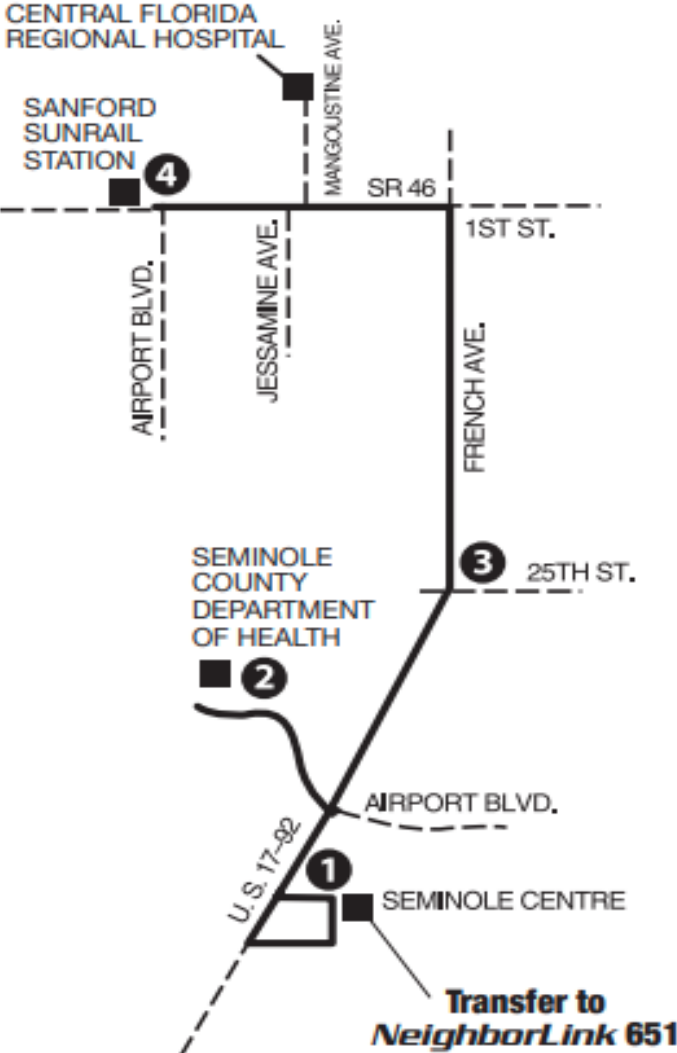
LINK 23 Winter Park/Rosemont/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers



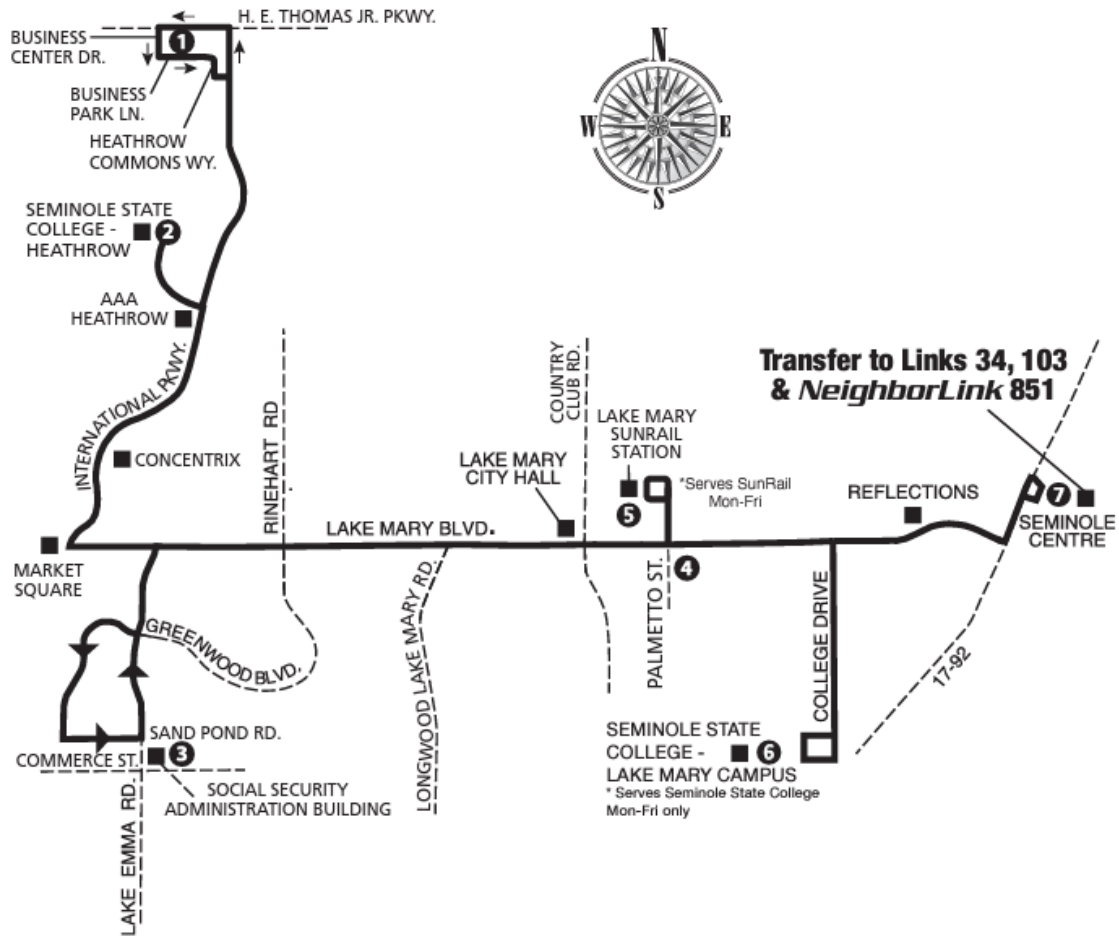
LINK 34 Sanford/N. U.S. 17-92

Serving: Seminole Centre, Seminole County Health & Human Services, HCA Florida Lake Monroe Hospital, and Sanford SunRail Station



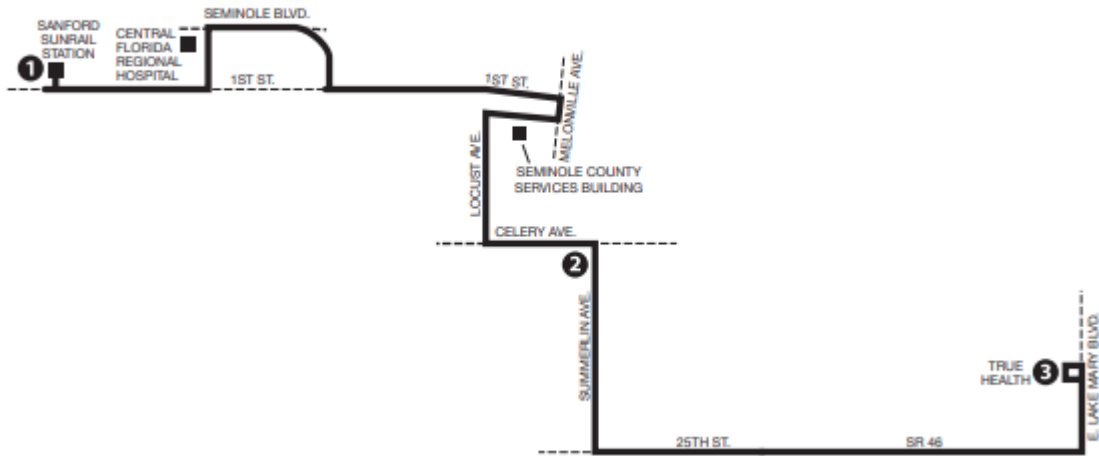
LINK 45 Lake Mary

Serving: Colonial Center, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College – Heathrow & Lake Mary Sanford, AAA Heathrow, Concentrix, and Lake Mary SunRail Station



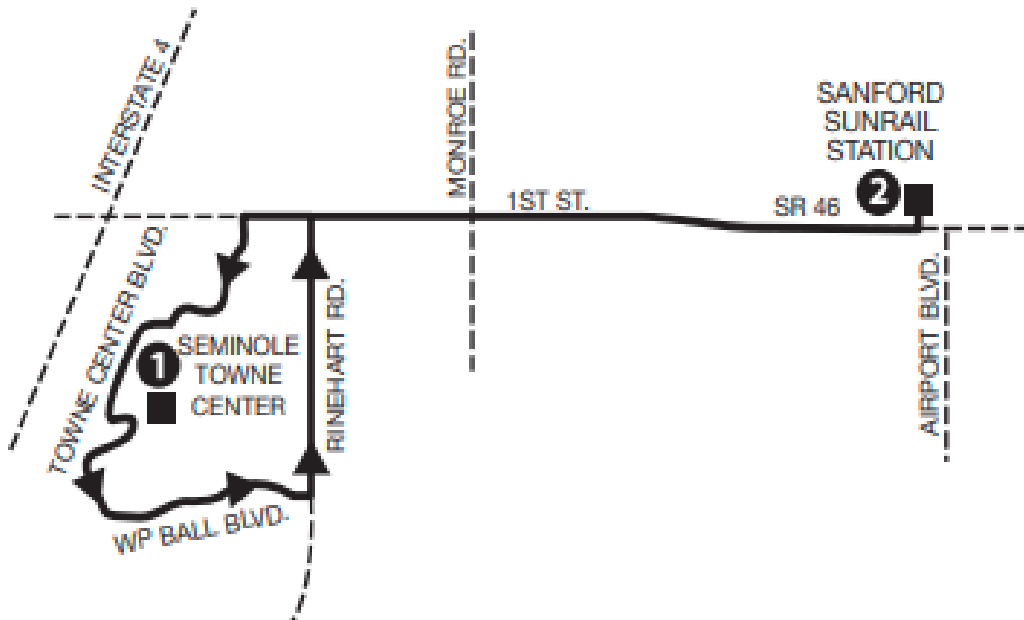
LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, HCA Florida Lake Monroe Hospital, Seminole County Services Building, True Health, and Sanford SunRail Station



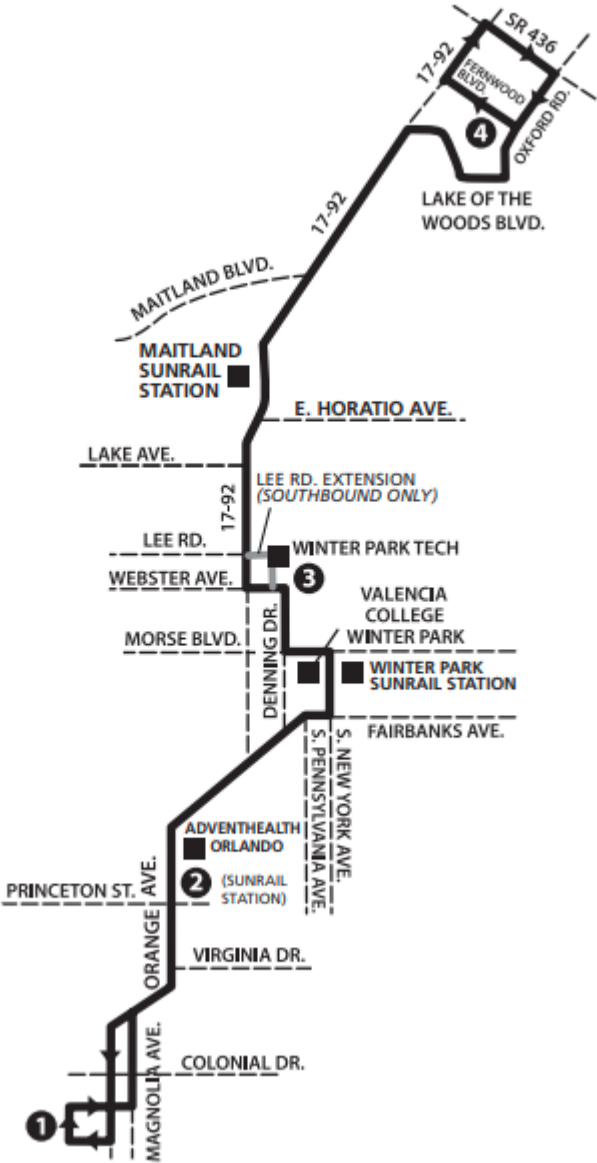
LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, and Sanford SunRail Station



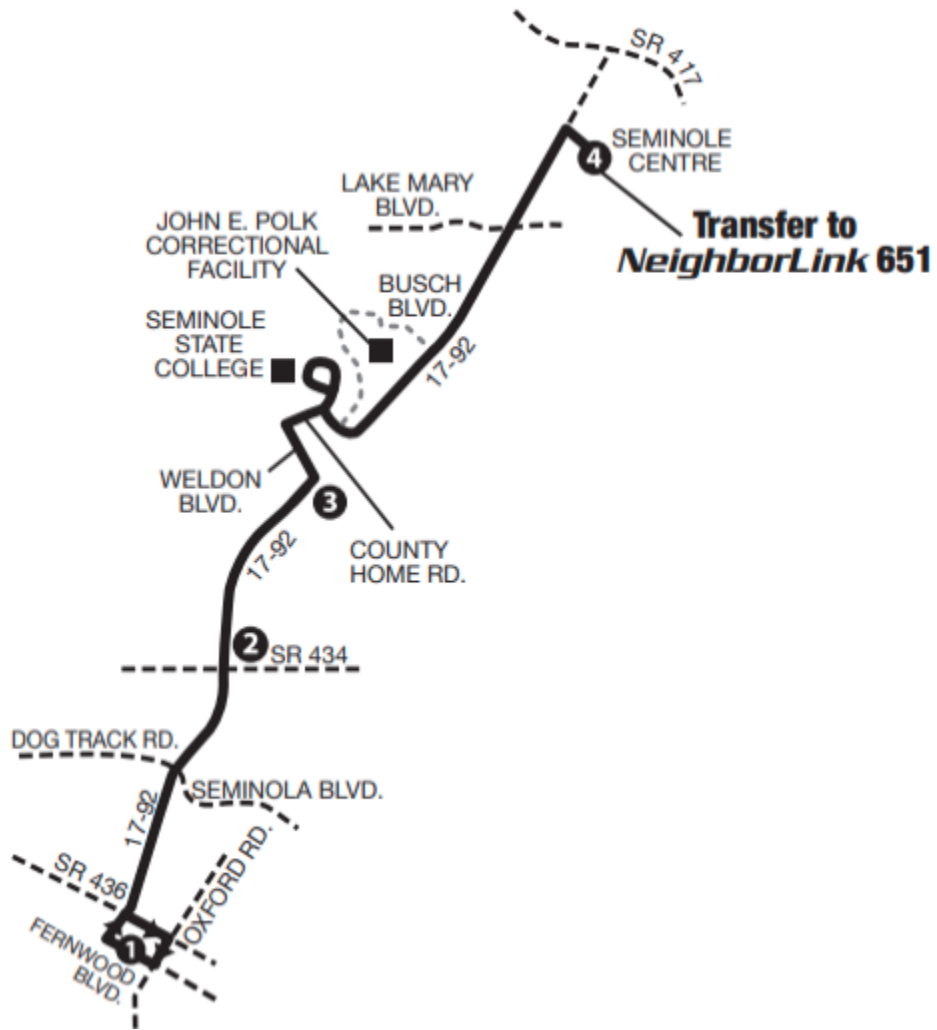
LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, AdventHealth Orlando, Valencia College – Winter Park, Winter Park Tech, Maitland SunRail Station, Winter Park SunRail Station, Fern Park Superstop, and Jai-Alai



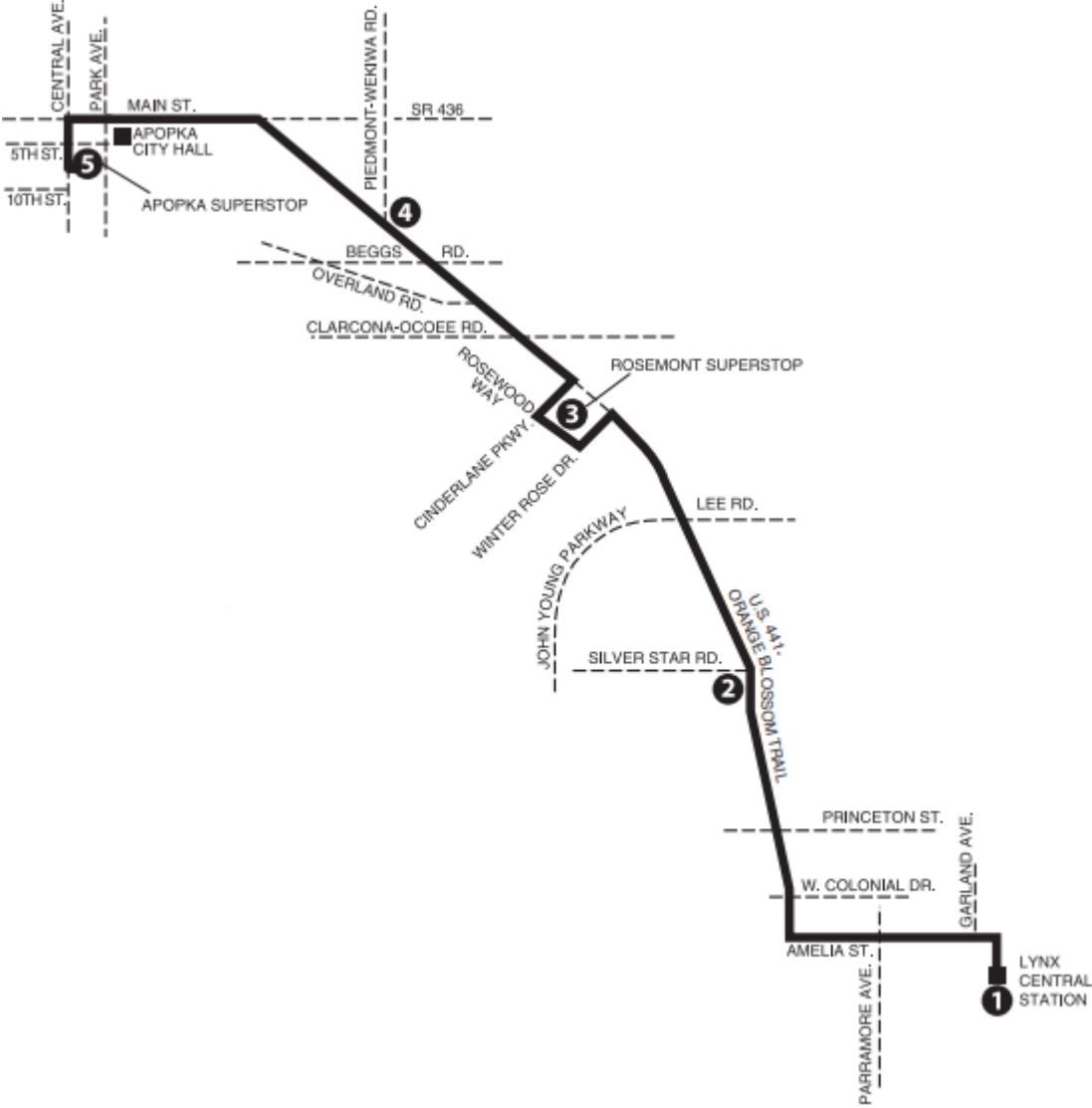
LINK 103 North U.S. 17-92/ Seminole Centre

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, and Seminole State College



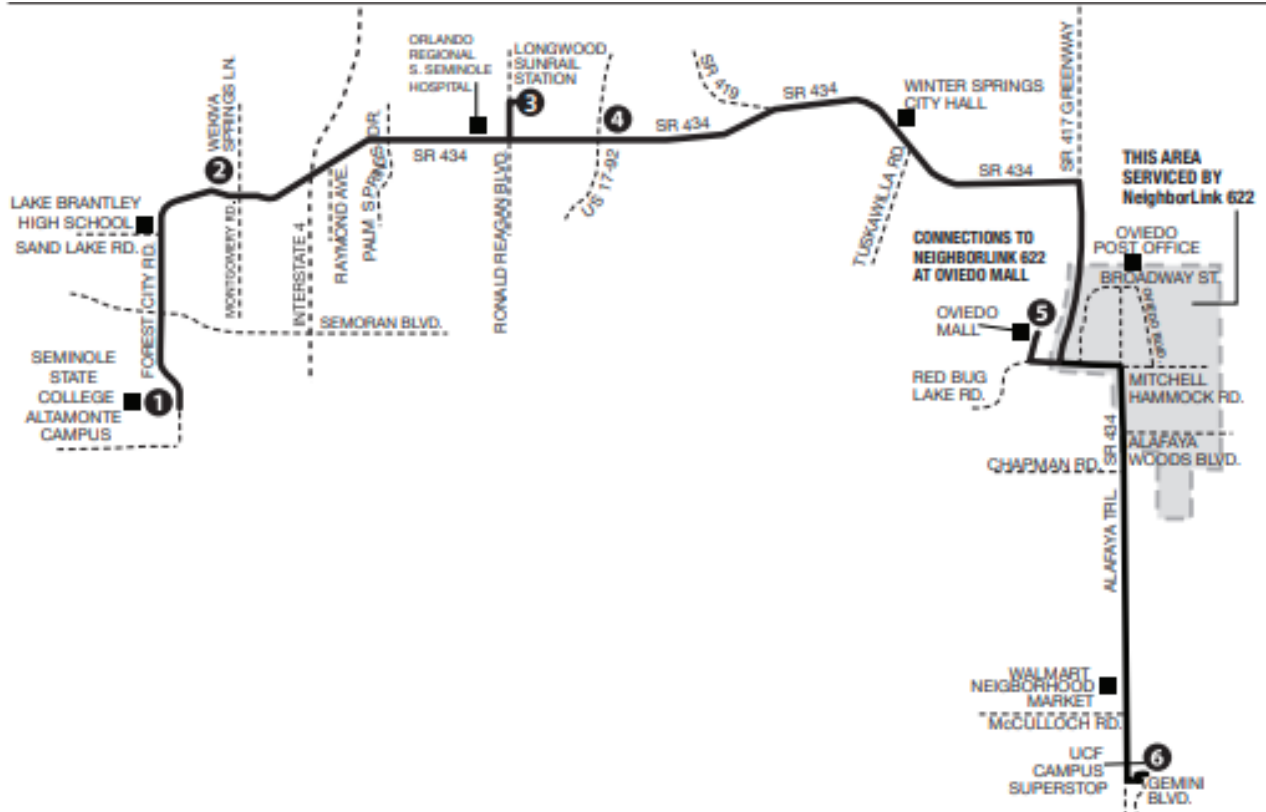
LINK 106 North U.S. 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, and Lockhart



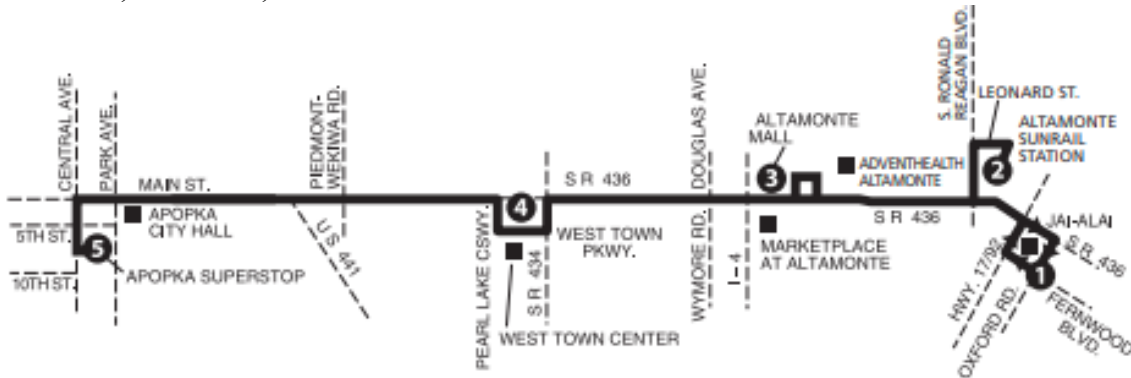
Link 434 S.R. 434

Serving: Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 822, Longwood SunRail Station, and Seminole State College - Altamonte Campus



Link 436N SR 436 Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station



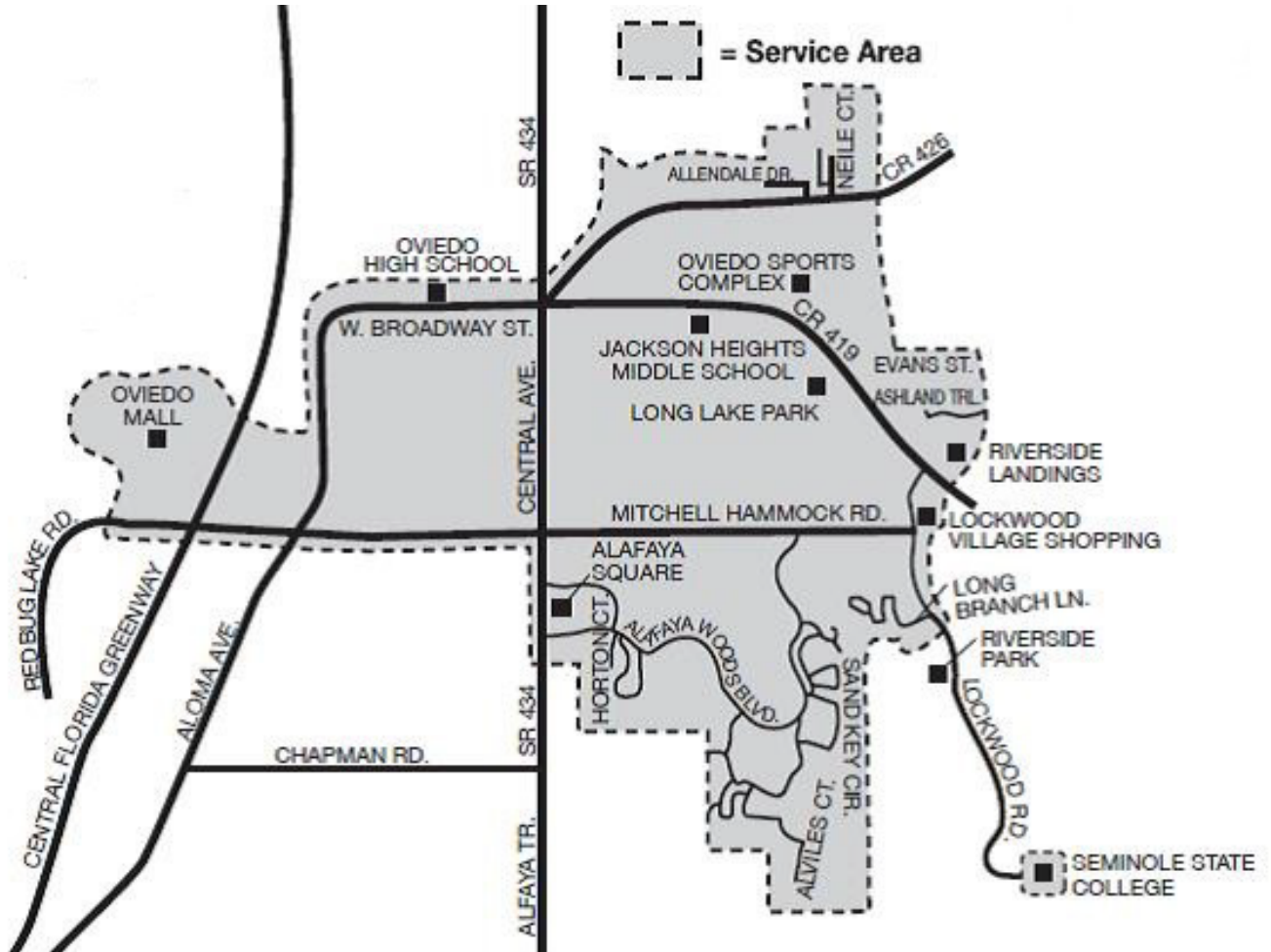
Link 436S SR 436 Fernwood/Orlando International Airport

Serving: Fern Park Superstop, Casselberry, Azalea Park, and Orlando International Airport



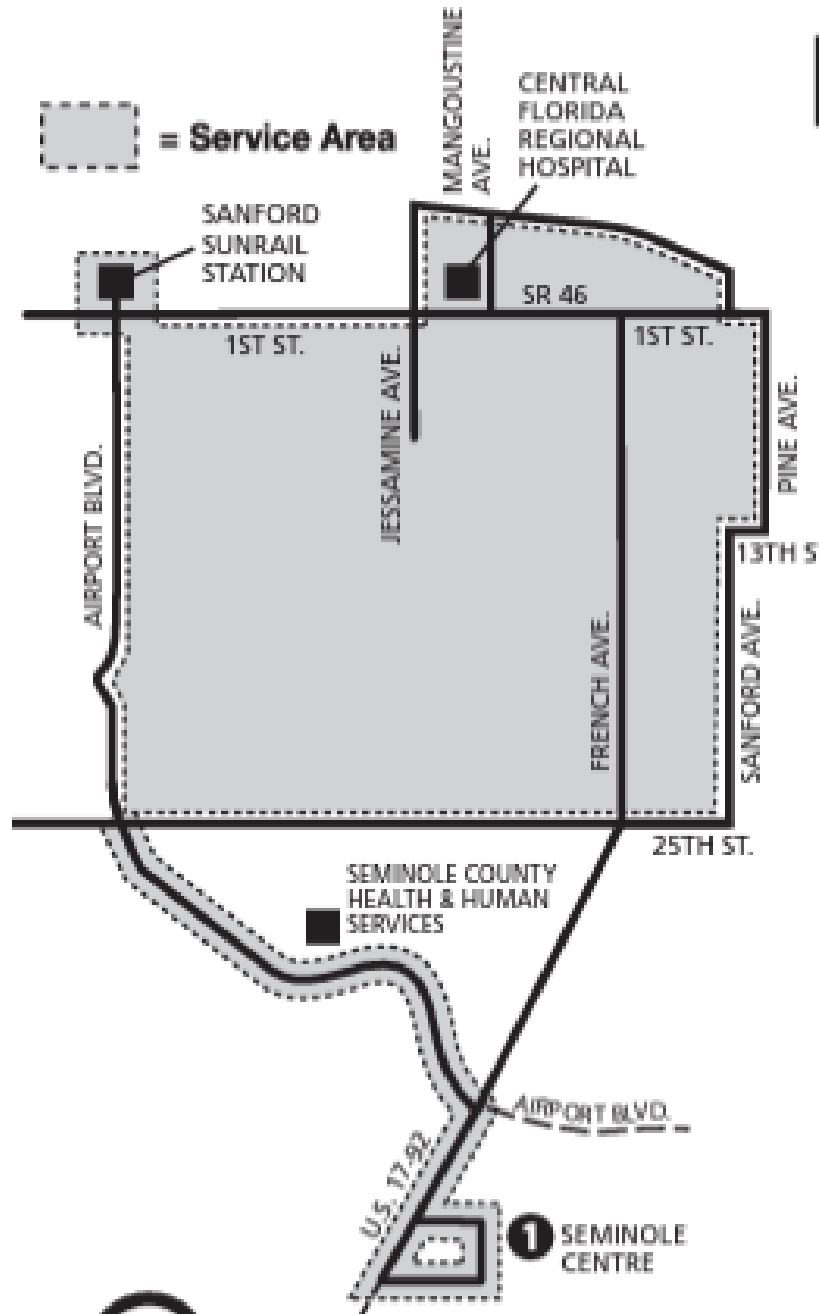
NeighborLink 822 Oviedo

Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 851 Sanford

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd, Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Sanford civic Center, Seminole County Library, Seminole county Courthouse, Sanford City Hall, and Serenity Towers



LYNX FISCAL YEAR 2024 RIDERSHIP - SEMINOLE COUNTY

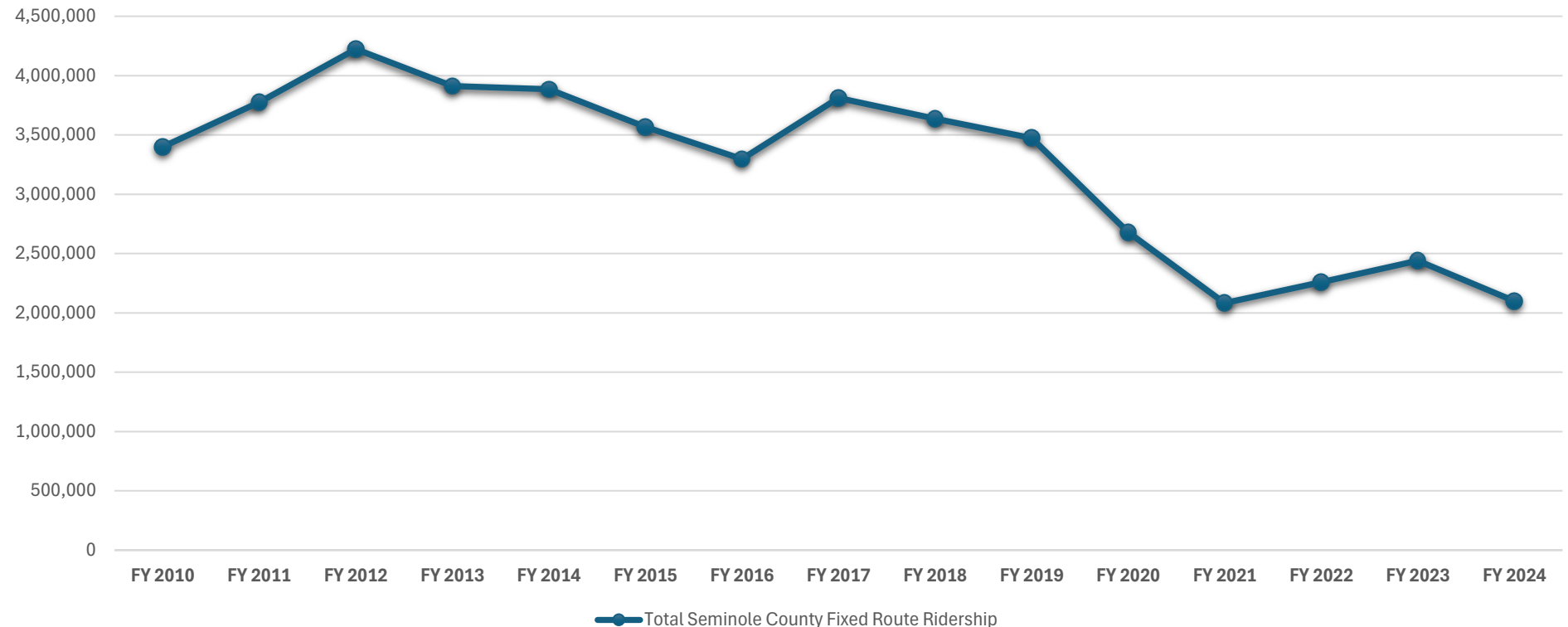
Link Number	Link	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	TOTAL
1	WINTER PARK / MAITLAND / ALTAMONTE SPRINGS	5,593	4,624	4,498	4,914	5,591	4,939	5,321	4,874	3,969	4,719	6,726	7,118	62,886
23	WINTER PARK / ROSEMONT / SPRINGS PLAZA	6,982	6,411	5,908	6,089	6,350	6,050	6,436	6,545	5,593	5,735	6,191	6,088	74,378
34	N. U.S. 17-92 / SANFORD	8,280	7,601	7,709	8,185	8,037	8,022	8,405	9,130	8,115	8,942	8,247	8,349	99,022
45	LAKE MARY	5,538	4,616	4,309	4,645	4,320	4,109	4,518	4,848	4,145	4,483	4,424	4,388	54,343
46W	WEST SR 46 / SEMINOLE TOWN CENTER	2,613	2,917	2,817	2,574	2,545	2,762	2,635	2,840	2,227	2,509	2,531	2,300	31,270
46E	EAST FIRST ST. / DOWNTOWN SANFORD	2,417	2,088	1,981	2,173	2,191	2,025	1,876	2,091	1,872	1,801	1,853	1,570	23,938
102	ORANGE AVENUE / SOUTH 17-92	35,461	34,289	32,151	34,264	33,991	36,286	37,032	37,818	33,342	34,489	34,532	32,052	415,707
103	NORTH 17-92 / SEMINOLE CENTRE	17,754	15,677	15,694	17,702	17,576	17,366	17,761	17,886	16,055	16,573	16,475	16,100	202,619
106	NORTH U.S. 441 / APOPKA	37,081	35,604	34,939	35,588	36,158	36,173	37,773	37,817	34,001	35,338	36,957	37,485	434,914
434	SR 434	12,182	10,996	8,822	10,893	11,104	11,219	11,708	11,878	9,918	9,963	11,500	10,709	130,892
436N	SR 436 / FERNWOOD / APOPKA	27,916	26,245	25,823	25,590	26,955	27,026	28,757	29,452	26,031	27,201	27,097	26,479	324,572
436S	SR 436 / FERNWOOD / ORLANDO INTERNATIONAL AIRPORT	68,121	63,737	59,471	62,340	61,491	63,295	65,009	67,583	60,367	60,776	60,602	61,787	754,579

FIGURES PROVIDED BY LYNX. NOTE THAT FOR ROUTES WHICH EXTEND BEYOND THE SEMINOLE COUNTY BOUNDRY, THESE STATS INCLUDE ALL RIDERSHIP ON THAT ROUTE, EVEN IF THEY ARE OUTSIDE OF SEMINOLE COUNTY

Ridership Metrics

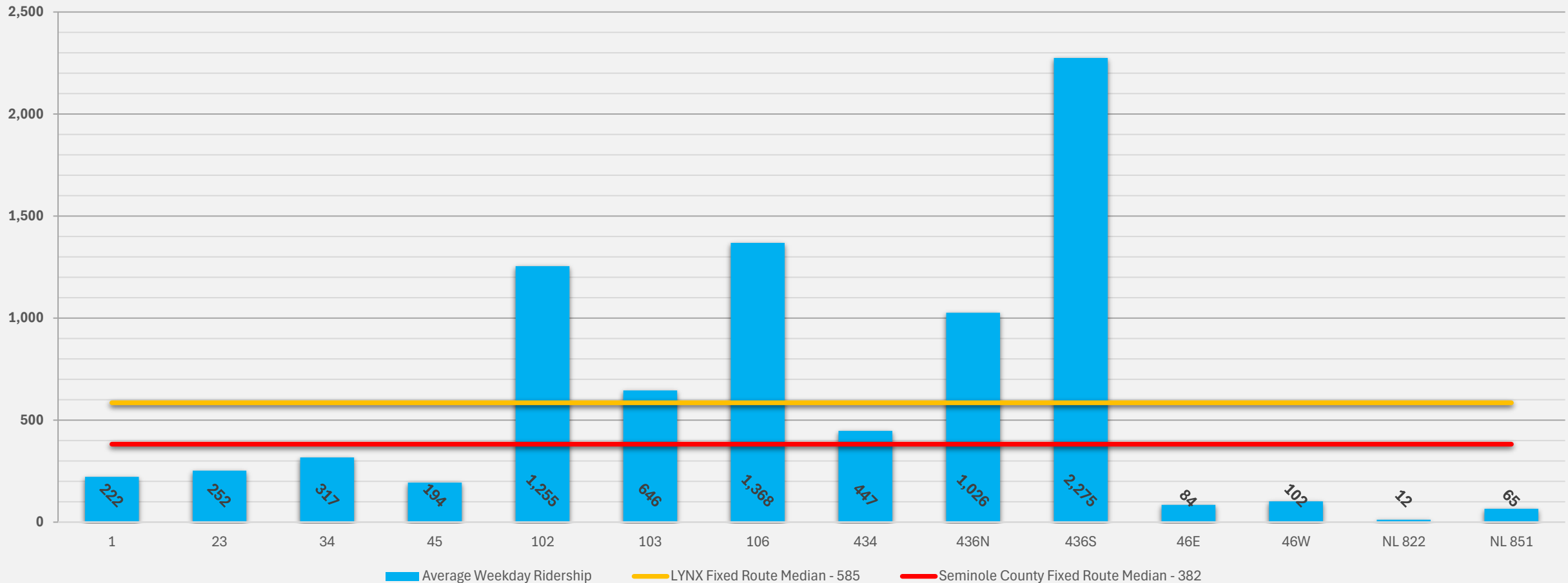
- Fixed Route Historical Annual Ridership has trended down since 2012.
- Ridership peaked in FY 2012 – 4.2 million trips in Seminole County
- Upward trend since 2020
- LYNX overall ridership has recovered to about 80% of 2019 ridership levels

Ridership by Fiscal Year
Seminole County Fixed Routes
FY 2010 - FY 2024



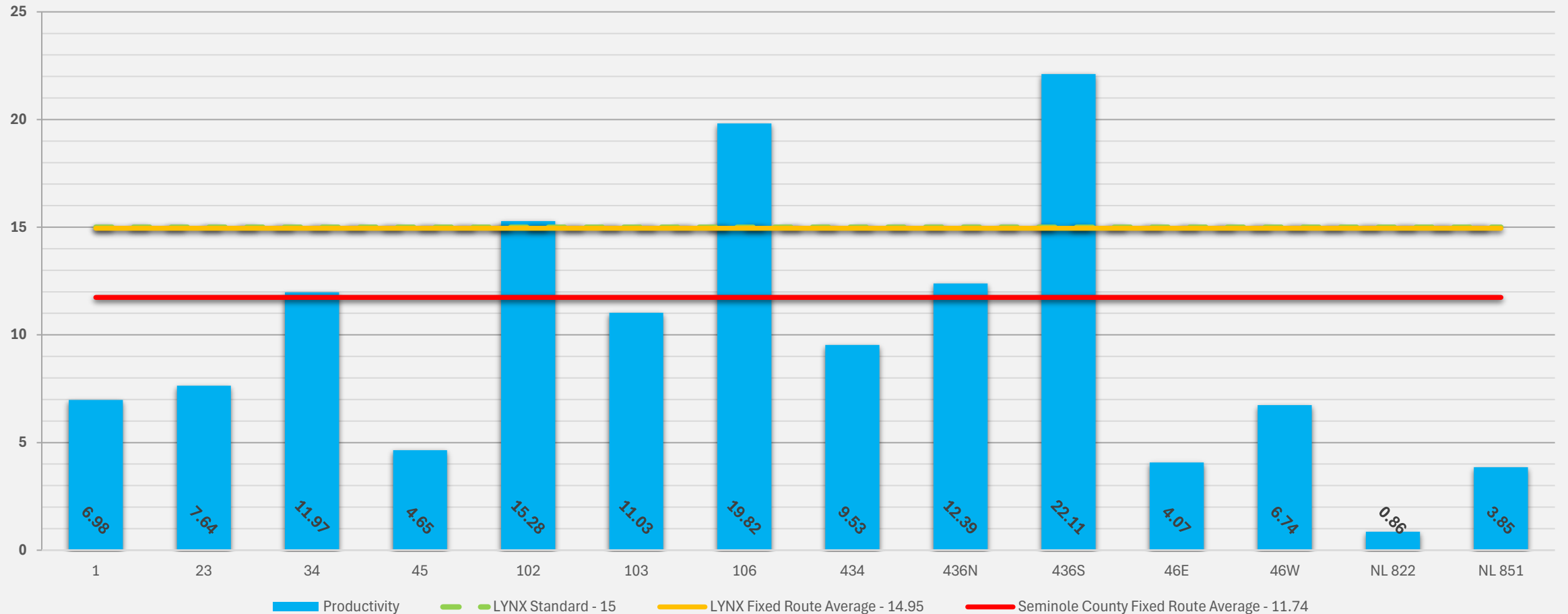
Ridership Metrics

LYNX Average Weekday Ridership by Route - Seminole County
Fiscal Year 2024
October 2023 - September 2024



Ridership Metrics

LYNX Productivity by Route - Seminole County
Fiscal Year 2024
October 2023 - September 2024





SUNRAIL

FAST FACTS



ABOUT SUNRAIL

SunRail is a rail service moving people throughout the Central Florida region by providing work and leisure travel opportunities to connect communities. SunRail makes the daily commute fast, easy and affordable, as well as less stressful. The system currently operates over 61 miles with 17 stations through Orange, Osceola, Seminole, and Volusia counties. The new DeLand Station, opening August 12, 2024, will complete the original vision shared by local partners in the four counties and the City of Orlando.

AT A GLANCE

- SunRail connects Orange, Osceola, Seminole, and Volusia counties
- SunRail leadership is comprised of representatives from five local partners in Orange, Osceola, Seminole, and Volusia counties and the City of Orlando, making up the Central Florida Commuter Rail Commission
- The Governing Board acts in an advisory capacity to the Florida Department of Transportation (FDOT) during the initial operation and construction of 17 stations and will assume operations and maintenance of the system following a phased transition period.

- SunRail operates on the Central Florida Rail Corridor which is owned by the FDOT
- Transit-Oriented Development has added tremendous non-fare value to local communities.
 - 41 projects since 2014
 - \$1.765 billion in new construction value
 - First 16 stations experienced \$2.4 billion in cumulative property value growth.
- Sunshine Corridor details at corporate.sunrail.com/sunshine-corridor.



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

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, 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, 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.

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. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

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 the 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.

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. 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 the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, 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. Equal Opportunity Employment. 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 advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

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) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

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

(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.

(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:

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 and COUNTY, as well as applicable State of Florida and Federal law. By executing this Agreement, CONTRACTOR acknowledges COUNTY may issue an amendment incorporating grant requirements, which CONTRACTOR must agree to and that failure to agree to such grant requirements may be deemed a material breach for which COUNTY may immediately terminate this Agreement.

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

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

[Signatures continue on the following page]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____

STEVE KOONTZ
Purchasing and Contracts Manager

Date: _____

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

12/6/24
Doc ID: 4916-1279-4627

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- 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 A - Scope of Services

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	

**S
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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

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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
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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

Exhibit C - Contract Pricing

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: \$10,000,000 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

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

Exhibit G - Anti-Human Trafficking Affidavit