

AMENDMENT NO. 1

TERM CONTRACT NO. Y22-1016B
FOR
Micromobility Program

EFFECTIVE DATE: February 9, 2024

The above contract is changed as follows: Article 2 SCHEDULE

A. By mutual consent, the subject contract term is hereby corrected to read for the period of November 1, 2023, through ~~May 31, 2024~~, October 31, 2024.

All other prices, terms and conditions of the original contract remain the same.
IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Neutron Holdings dba Lime



Signature

Robert Gardner

Printed/Typed Name

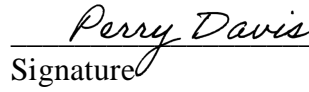
Expansion Director

Title

2/16/2024

Date

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Signature

Perry Davis, Contracts Supervisor, Procurement Division

2/16/2024

Date

CONTRACT # Y22-1016B

This Contract is made as of the 5th day of May, 2023 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Neutron Holdings dba Lime [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 09-5747245.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Micromobility Program, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract shall be Dr. Masood Mirza, telephone no. 407836-7854.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on November 1, 2023 and complete all services by May 31, 2024.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **Revenue Paid to the County**

A. The Contractor shall make payments to the County as stated n the Scope of Work.

ARTICLE 4 **IRRIVOCABLE LETTER OF CREDIT**

An ILC is required in the amount of twenty five thousand dollars (\$25,000) amount prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

- The ILC must be issued by a federally insured institution located in the State of Florida with a rating of AAA or higher by Barnes Financial Reports. To this end, the following web sites should be accessed:

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

1. Workers compensation subject to the statutory limits of the State of Florida.
2. The County retains the right to require additional insurance coverage in connection with the activities performed by the company under this article as may be determined by the County, considering the size of the fleet and other liability insurance related factors. Nothing herein constitutes a waiver of the County's sovereign immunity.
3. Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the permit by the Director or his or her designee.
4. The Certificate of Insurance for any insurance policy required by this section must be on file with the County, in a form acceptable to the Director, or his or her designee, prior to the issuance of a permit under this section.
5. Insurance required under this section must include a cancellation endorsement in which the insurance company is required to notify both the company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A micromobility company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the County, a certificate of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.
6. A company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the County.

Furthermore, the Company agrees to provide a waiver of transfer of rights of recovery, in favor of the County for the general liability policy as required herein. When required by the insurer or should a policy condition not permit the Company to enter into a pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree

to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and

control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 24 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 25 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 27 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 28 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 29 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 30 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 31 **NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 32 **AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 33 **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 34 **SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 35 **REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 36 **ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 37 **NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Orange County

Attn: Procurement Division (2nd) Floor

400 E. South Street

Orlando Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

Neutron Holdings dba Lime

85 Second Street, Floor 1

San Francisco California 94105

ARTICLE 38 **ATTACHMENTS**

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Irrevocable Letter of Credit
- B. License Agreement

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Lime

Company Name

Carrie Mathes

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.

Procurement Division Manager



Signature

11.2.2023

Date

Robert Gardner

Typed Name

Expansion Director

Title

October 4, 2023

Date

EXHIBIT A SCOPE OF SERVICES

Project Description

Orange County, Florida (“County”) seeks to enter into a license agreement with up to three (3) firms to implement and operate a successful on-demand micromobility device system (“System”). Each micromobility device company (“Company”) approved under the terms of this Request For Proposals shall provide and own all System equipment and meet all statutory and County criteria to operate a fleet of electric scooters and/or electric bicycles, which may be rented for short periods of time by the general public.

Proposals shall clearly state that the cost and responsibilities for all design, installation, operations, maintenance, insurance, and marketing to users will be borne and insured by the Company, which may submit individually or as part of a team. The proposal must clearly identify the Company’s sources of revenue streams, including implementation and collection of user fees, sponsorships, and any other revenue streams to cover capital and operating costs. The Company shall pay all associated fees required by the County, as detailed in the County’s micromobility ordinance (Ord. #2022- 07, adopted March 8, 2022, a copy of which is attached hereto Attachment C). The County’ Public Works Department will provide and maintain associated micromobility parking areas through assessment of fees to all Companies. The County will not provide any funding or financial support for the Companies or related costs, and proposals requesting, contemplating, or relying on County funding will not be considered.

Through this competitive selection process, the County may select up to three (3) Companies to serve as qualified System operators. A selected Company must enter into a License Agreement with, and receive a license from, the County before commencing micromobility device operations. Draft License agreement forms are included as attachment B. All micromobility devices shall be geo-fenced to be kept within the geographical service area(s) approved by the County (“Service Area(s)”).

Any micromobility-related licenses issued shall be issued for one (1) year in the name of the lead entity responsible for all operations of the permitted System. As System operators, Companies may subcontract with any other individual, firm, company or corporation to provide the full range of micromobility devices; however, a Company shall remain responsible for all obligations, actions, and inaction of its subcontractors.

Upon license issuance, Companies shall report and work directly with the Director, who shall be the System administrator for the County. The County reserves the right to amend regulations and/or suspend a Company’s operations at any time if deemed necessary by the County, in its sole discretion.

Definitions (as contained in Ordinance # 2022-07)

- (a) *Bicycle* shall have the meaning ascribed to it in Section 316.003(4), Florida Statutes, as it may be amended.
- (b) *Bicycle path* shall have the meaning ascribed to it in Section 316.003(6), Florida Statutes, as it may be amended.

- (c) *Company* means a micromobility device provider that is a person, firm, corporation, or other legal entity that makes bicycles, scooters, and/or other micromobility devices available for immediate, self-service rental through an online application, website, or software for point to point trips.
- (d) *Director* means the Orange County Director of Public Works or that person's designee, who shall administer this Article.
- (e) *Electric bicycle* shall have the meaning ascribed to it in Section 316.003(23), Florida Statutes, as it may be amended.
- (f) *Emergency Preparedness Plan* means a plan that details where the micromobility devices will be located and the amount of time it will take to secure all micromobility devices when a tropical storm or hurricane warning has been issued by the National Weather Service.
- (g) *Geofencing* means the use of Global Positioning Systems ("GPS") or Radio Frequency Identification ("RFID") technology to create a geographic boundary, enabling software to trigger a response when a mobile device or micromobility device enters or leaves a particular area.
- (h) *Micromobility device* shall have the meaning ascribed to it in Section 316.003(41), Florida Statutes, as it may be amended.
- (i) *Motorized scooter* (also referred to herein as "scooter") shall have the meaning ascribed to it in Section 316.003(48), Florida Statutes, as it may be amended.
- (j) *Operations Plan* means a Company's plan of business operation that provides the specific geographic area where devices will be utilized, including any areas required by the Director ("Service Area"), information describing how devices will be managed within that Service Area, and plans showing how Rider and other public safety concerns will be addressed including but not limited to accessibility. The Operations Plan also must address how the Company will enforce the requirements of all applicable federal, state, and local laws, rules, and regulations with Riders.
- (k) *Parking Plan* means a plan that depicts the locations within which a Company requests uniform designated parking areas according to County specifications.
- (l) *Program Administrator* means that person authorized by a Company to represent the Company in all communications with the County, and to promptly respond to all County questions or concerns.
- (m) *Rebalancing* means the process by which micromobility devices are redistributed to ensure availability throughout a Service Area and to prevent excessive buildup of micromobility devices at any particular location(s).
- (n) *Rider* means the operator of a micromobility device.
- (o) *Right-of-Way* shall have the meaning ascribed to it in Section 21-173 of the Orange County Code, as it may be amended, and means land in which the County owns the fee or has an easement devoted to, or required for, the use as a public road.
- (p) *Roadway* shall have the meaning ascribed to it in Section 316.003(73), Florida Statutes, as it may be amended.

- (q) *Safety Operational Analysis* shall mean the analysis conducted by a Company, based upon objective criteria as determined by the Director and on file at the County's Public Works Department.
- (r) *Sanitation Plan* means a plan that details daily sanitation and disinfection protocols and related education provided to staff and Riders.
- (s) *Service Area* means a specific geographic area of unincorporated Orange County within which a Company's micromobility devices are authorized to operate under the terms of an approved license agreement with Orange County.
- (t) *Sidewalk* shall have the meaning ascribed to it in Section 316.003(80), Florida Statutes, as it may be amended.
- (u) *Staging* means the parking and rebalancing of micromobility devices within the public right-of-way.
- (v) *Vehicle* shall have the meaning ascribed to it in Section 316.003(106), Florida Statutes, as it may be amended.

License Agreement

Upon County approval of a Company's proposal, the Company shall be required to execute a license agreement with the County and pay a license fee in order to operate micromobility devices in the Company's Service Area during the term of the agreement.

The Director shall have the authority to approve license applications with the following requirements:

- (a) The Director may establish hours of operation as part of the license agreement. The Company shall ensure that its micromobility devices are not rented, ridden, or operated outside of any such designated hours of operation.
- (b) The Director may require that Service Area(s) include additional geographic areas, other than as proposed by the Company, to ensure safety, continuity, and/or equity, as a condition of the license agreement.
- (c) The Director may exclude certain micromobility devices from being rented or ridden in the interests of safety or public welfare.
- (d) The Director may issue a license with special regulations and conditions of operation as he or she deems reasonably appropriate to protect the public health, safety, and welfare.

The Director may revoke a license if the Company violates any applicable law, rule, or regulation, or any material condition of the license or license agreement, subject to the revocation process outlined in the license agreement.

All licenses shall be conditioned on the accuracy of and continued compliance with all material aspects of the application. A micromobility device license may not be transferred or assigned unless approved in writing in advance by the Director.

Term

Upon issuance, a license shall be valid for a period of one (1) year, unless revoked or terminated, pursuant to Subsection 35-100(b), Orange County Code. No later than ten (10) days after

expiration, revocation, or termination of a license, the Company shall remove all its micromobility devices from the Service Area(s).

Quantity of Micromobility Devices

Each license, upon issuance, will be for a minimum of two hundred (200) micromobility devices and a maximum of five hundred (500) Micromobility devices. Based on the number of licenses issued or anticipated to be issued, the Director may limit the number of micromobility devices authorized by a license to the minimum of two hundred (200) micromobility devices in order to maintain an overall maximum of fifteen hundred (1,500) micromobility devices in the unincorporated areas of the County.

The number of electric scooters, electric bicycles, or other micromobility device types allowable within a Company's approved allocation will be determined by the Director with Company input.

Each license will be issued subject to the Director's authority to direct any Company to reduce or increase the number and/or type of authorized micromobility devices approved under a license and to cap the allowable number of a Company's devices that may be deployed within an identified portion of the approved Service Area(s). The Company shall comply with any such required fleet adjustments within no more than twenty-four (24) hours.

The Company may submit a written request to the County to reduce or increase the number and/or type of authorized micromobility devices, which shall be comprised of the number and type of micromobility devices requested to be increased/decreased, operational data for the current fleet, and safety data on Company and System performance. The determination will be based on the Director's review of a Company's written analysis, as well as market needs, total number of micromobility devices deployed, device utilization, Company performance (including fee payment and any impoundment), public safety, seasonal and environmental conditions, and special events. The Director will issue a decision within fourteen (14) calendar days of submittal of a Company's request. The Director's decision is final and is not subject to further review or appeal.

Fees

Fee payment shall be made by check payable to the Orange County Board of County Commissioners, delivered to the Director, or via electronic means established by the County. If the payment due date falls on a weekend or a legal holiday, then payment shall be due the next business day. A Company's failure to make payment by this date will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay any fee required under the license agreement fee constitutes grounds for revocation of the license by the Director.

License Fee; Parking area fee

Upon the Company's receipt of notice from the Director that the Company's application for a license has been approved, the Company shall submit the applicable license fee to the County. The notice of application approval shall list the total license fee due from the Company and the due date for payment of the license fee. The fees to be assessed include a license fee of \$10,125.00 and parking fee of \$1,000 per new parking area, in accordance with the approved Parking Plan, for installation by the County.

Micromobility Device Fee

In addition to application and license fees, the Company shall remit to the County fee of one (\$1.00) dollar per day per micromobility device in the Company's fleet that is deployed and

available for Rider use. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement, oversight, maintenance of micromobility device parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit micromobility device operations in the County.

The micromobility device fee shall be paid to the County every ninety (90) days, beginning ninety (90) days after the license is issued and within ten (10) days after expiration or revocation of the license. Payment shall be made by check payable to the Orange County Board of County Commissioners, delivered to the Director, or via electronic means established by the County. If the payment due date falls on a weekend or a legal holiday, then payment shall be due the next business day. A Company's failure to make payment by this date will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay the micromobility device fee constitutes grounds for revocation of the license by the Director. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement, oversight, construction and maintenance of micromobility device parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit micromobility device operations in the County.

Impoundment and Storage Fees

The County may assess a Company impoundment and storage fees on a per- day/per- device basis for any violation of the County's ordinance or the license agreement, pursuant to Section 35-105, Orange County Code. A Company's failure to make payment by the due date established by the County will incur a penalty of five percent of the delinquent amount per month, not to exceed a total penalty of twenty-five (25) percent. A Company's failure to timely pay impoundment and storage fees constitutes grounds for revocation of the license by the Director.

Penalty Fees

The County may assess a Company a penalty fee of \$100 per incident per day for any violations of the County's ordinance or the license agreement. A Company's failure to make payment by the due date established by the County will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay penalty fees constitutes grounds for revocation of the license by the Director.

Micromobility Device Delivery and Operational Requirements

A Company's micromobility devices authorized under a license shall be delivered and operational within the Company's approved Service Area(s) within sixty (60) days after issuance of the license; otherwise, the license shall automatically expire, and the Company shall remove its micromobility devices no later than ten (10) calendar days after such expiration. A Company shall keep, maintain, and operate the number of micromobility devices authorized by the license throughout the term of the license.

Micromobility devices may not be operated on any County roadway identified by the County as a heavily traveled street found to be incompatible with the normal and safe use of micromobility devices consistent with Section 316.008(1)(n), Florida Statutes. The County will notify a

Company of any operational restrictions on heavily-traveled streets within its Service Area(s) no later than seven (7) calendar days after County makes such determination.

Geofencing

The Company's Operations Plan shall identify all areas within a proposed Service Area that would be restricted from micromobility device operations and parking. The County reserves the right to request that additional areas be geofenced within a Service Area. The Company shall implement any such geofencing request within no more than 24 hours after receiving a written request from the Director.

As directed, the Company shall implement additional no-ride zones during special events, such as parades, walkathons, and other community events. The County may require that the Company have employees and/or staffing on site during special events to manage micromobility devices and their use.

Company Responsibilities

Each Company shall comply with the following requirements during the term of the license agreement:

- (a) The Company shall comply with all applicable federal, state, and local rules, regulations, and laws, including any additional rules and regulations promulgated by the Director and shall inform Riders that Riders must comply. The Company shall be responsible for enforcement of these requirements.
- (b) The Company shall be a business organization authorized to conduct business in the State of Florida and shall maintain active organizational status with the Florida Division of Corporations.
- (c) Notwithstanding any penalty imposed on a Company for the Company's failure to comply with the terms of its license agreement and/or the Orange County Ordinance, a Company shall promptly reimburse the County for costs incurred to address or abate any violations of Orange County Code or costs incurred for the repair or maintenance of public property arising from the operations of the Company, via payment to County no later than thirty (30) days after notice to the Company.
- (d) The Company shall, including through its mobile application, software application, and website, whichever may be applicable:
 1. Provide clear notification that Riders must operate micromobility devices in compliance with applicable state, local, and federal laws, rules, and regulations;
 2. Educate Riders regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device;
 3. Notify Riders that, unless otherwise prohibited, micromobility devices may be operated on streets, sidewalks, and sidewalk areas in a manner similar to bicycles;
 4. Notify Riders that micromobility devices are operated at a person's own risk, and no representation is made by the County as to the condition of any street, sidewalk, or sidewalk area;

5. Notify Riders that micromobility devices shall at all times yield to pedestrians and shall give an audible signal before overtaking and passing a pedestrian;
6. Notify Riders that the use of helmets while operating a micromobility device is strongly encouraged; and
7. Provide an interface that allows Riders to notify the Company of an issue relating to safety or maintenance of a micromobility device.
8. Provide incentives within the mobile application to support use of required parking areas, such as continuing to charge a fee for the ride until a device is parked in a designated area.
9. Provide these requirements and notifications in, at a minimum, English, Spanish, Haitian Creole, and Portuguese.

Safety Education

The Company shall provide safety training classes to educate persons operating micromobility devices regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device, subject to the requirements outlined in the license agreement.

1. The classes shall be offered to the general public a minimum of six (6) times per license year and geographically distributed throughout the approved Service Area(s).
2. The classes shall be evenly distributed throughout the year during the work week and on weekends, and offered free of charge, with both in-person and online attendance options.
3. Companies may hold joint training classes, which may be counted toward their individual safety class total required under this subsection.
4. The Company shall document and report attendance to the County for each class.
5. The classes shall be offered in, at a minimum, English, Spanish, and Haitian Creole, in accordance with the County's adopted Limited English Proficiency Plan, on file with the County's designated Title VI Coordinator listed on the County's web site, regarding the rules, regulations, and laws applicable to riding, operating, and parking a micromobility device.

Rebalancing, Relocating, and Removing Devices

The Company shall, in accordance with its license agreement:

- (a) Rebalance micromobility devices on a daily basis in the manner prescribed in the license agreement, including rebalancing devices that have not been used in twenty-four (24) hours.
- (b) Promptly remove, rebalance, and/or relocate devices no later than one (1) hour after receiving direction to do so by the Director.
- (c) Remove and safely store its fleet according to the Company's approved Emergency Preparedness Plan upon the issuance of a tropical storm or hurricane warning for any part of Orange County.

- (d) Coordinate with the County upon notification by the Director of any upcoming significant event in its Service Area(s) by submitting an Event Management Plan to the County no later than seven (7) days before the planned event.
- (e) Modify operations as needed to ensure traffic safety if notified by the County's Traffic Engineering Division that a Maintenance of Traffic permit has been issued for construction in the Company's Service Area(s).
- (f) Continually monitor transit assets for rebalancing needs, such as SunRail stations and LYNX stations and bus stops.
- (g) Continuously and diligently monitor the locations of its micromobility devices to ensure compliance with ADA requirements in public areas and promptly remove any micromobility devices that create non-compliance issues.
- (h) Have the technology available to operate and/or implement the Director's requirements regarding geo-fencing.
- (i) Have the technology available to operate and/or implement the Director's requirements regarding the portion or percentage of a Company's fleet that may be located in a particular part of a Service Area.

Data Sharing

The Company shall have the responsibility under its license agreement to share data with the County, which will include, but not be limited to, the following provisions and terms.

- (a) The Company shall provide real-time micromobility device data in a format specified by the County, in accordance with existing industry standards and the conditions of the license agreement. The County reserves the right to use a third-party data aggregator and auditing service.
- (b) The data categories that each Company shall share with the County shall be listed on the license. The County may require additional categories of data from the Company, which additional categories shall become part of the license and which data shall be provided no later than ten (10) days after receiving the County's written notice to the Company.
- (c) The County reserves the right to share information with other government or public agencies in the interest of public health, safety, and welfare.
- (d) The County reserves the right to require the Company to undergo an audit, strictly limited to the information provided in the data categories specified by the County in the license, to be performed by a third-party vendor of the County's choosing as a condition of the license, to ensure the data provided by the Company is accurate and transparent.
- (e) The County shall have the right to use all data provided by the Company, including but not limited to, displaying real-time data and device availability data to the public through publicly available portals and websites.

Rental Database

The Company shall maintain, during the entire term of the license, a searchable database with the following information for each micromobility device rented:

1. Name, address, and mobile phone number of the person who rented the micromobility device;
2. Date, time, and duration (“rental period”) of each person’s rental of a micromobility device;
3. Route taken during the rental period; and
4. Location of the micromobility device at any particular time during the rental period.

The Company will not be required to share this data with the County as part of the Company’s operations under the license.

Monthly Reports

Each Company shall provide a monthly report to the Director by the fifth (5th) business day of each month for the prior month, in form and content acceptable to the Director, as outlined in the license agreement. The report shall include the following minimum information:

- (a) The Company's total number of Riders in its Service Area.
- (b) Number of rides, time per ride, and miles travelled.
- (c) Total number of active micromobility devices in the fleet.
- (d) A heat map of micromobility trips that clearly depicts high ridership routes and top destinations.
- (e) The number and type of maintenance requests.
- (f) Customer service information, such as complaints, notification of equipment failures, and requests to remove micromobility devices from public or private property.
- (g) An assessment of any environmental impacts.
- (h) Crash data that includes the following information for each crash in which the Company’s Micromobility device was involved during the reporting period:
 1. Crash date;
 2. Crash time;
 3. Crash street and intersecting street(s);
 4. Crash type (e.g., rear end, sideswipe, other);
 5. Number of vehicles and devices involved;
 6. Number of motorists and non-motorists affected;
 7. Number of fatalities;
 - h. Number of injuries;
 - i. Condition of device after crash;
 - j. Whether a police report was filed and report number (if filed); and
 - k. Any corrective actions taken by the Company.

Age of Riders

The Company shall not knowingly rent or lease any device to, or to be ridden by, a child who is under the age of 18 years old. The Company's mobile application shall require all Riders to show or scan photographic identification, which shall be a driver's license, a state identification, or a passport, which must indicate that every Rider is at least eighteen (18) years old.

Other Terms

The Company shall not place or attach any fixtures, structures, or personal property, other than the subject micromobility device, in the public right-of-way.

The Company shall comply with the terms of the license agreement and shall maintain the license in good standing throughout the term of the license agreement.

The Company shall require and obtain each Rider's executed consent of, and to, the approved waiver/release form prior to such Rider's use of the Company's micromobility devices. The Company shall use the form as part of every rental of a micromobility device throughout the term of the license agreement.

The Company shall survey Riders to identify travel behavior and potential safety issues, as requested by the Director. Rider surveys will not exceed four (4) surveys per year.

Micromobility Devices

Specifications

Micromobility devices shall comply with the following requirements:

- (a) Devices shall be well-maintained and in good operating condition at all times and shall be built to withstand the effects of weather and constant use.
- (b) Devices shall meet the specifications and safety requirements for micromobility devices under applicable federal and state law and shall be equipped as detailed in the license agreement.
- (c) Devices shall be equipped with a minimum of nine (9) inch wheels and a horn or bell or other such signaling device by which to audibly warn pedestrians.
- (d) Devices shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear and that meet applicable laws, rules, and regulations.
- (e) Devices shall be equipped with active global positioning system (GPS) technology.
- (f) Devices shall have a governor or other such mechanism that, when activated, limits the device to a speed of no more than ten (10) miles per hour.
- (g) Devices shall prominently display the Company's legal name and a telephone number for a Rider to contact the Company for customer support twenty-four (24) hours a day, seven (7) days a week. Lettering/numbers/images shall be at least three (3) inches in height. Any contact instructions shall be provided, at a minimum, in English, Spanish, Haitian Creole, and Portuguese.
- (h) Each device shall have a unique device identification number.
- (i) Devices shall not display any third-party advertising.

- (j) Devices shall otherwise meet the specifications and safety requirements for micromobility devices under applicable federal and state laws.

Parking Requirements

The Company shall geofence all designated parking areas approved under the Parking Plan and that may be added to the System by the County at its discretion. The Company shall integrate any geofenced parking into their System within 24 hours of written notification from the Director.

The Company shall ensure that all micromobility devices are compliant with parking requirements of the license agreement at all times.

- (a) Micromobility devices shall only be parked in designated areas approved by the County for such parking, upright, and in a manner that is compliant with the applicable provisions of the Americans with Disabilities Act of 1990 and federal and state regulations and guidance for accessible public rights-of-way.
- (b) A micromobility device shall not be parked in a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp or curb ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement of persons with disabilities; or in any manner that presents a safety hazard or other legal concern.
- (c) A micromobility device shall not be parked in a manner that impedes normal and reasonable pedestrian access on a sidewalk or pedestrian path, or in any manner that would reduce the minimum clear width of a sidewalk or pedestrian path to less than four feet.
- (d) A micromobility device shall not be parked:
 - (1) Within a motor vehicle parking space not designed for micromobility device use or in accessible parking spaces or prohibited parking zones;
 - (2) Upon or within a bicycle rack;
 - (3) On any private property without the permission of the owner; or
 - (4) In a manner that blocks:
 - a. Fire hydrants, call boxes or other emergency facilities;
 - b. Transit facilities and transit stops, particularly the boarding and alighting areas;
 - c. Loading spaces or zones;
 - d. Passenger loading spaces or zones, or valet parking service areas;
 - e. Railroad tracks or crossings;
 - f. Street furniture that requires pedestrian access (for example, benches, parking pay stations, mailboxes, parcel lockers, and bicycle/news racks);
 - g. Building entryways; and/or
 - h. Vehicular driveways.

- (e) A micromobility device shall not be attached, secured, stored, or parked upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.
- (f) Except as otherwise may be expressly allowed by the Director, micromobility devices parked on public property continuously for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes, as may be amended.
- (g) Micromobility devices parked in an incorrect or improper manner shall be re-parked, removed, and/or relocated by the Company within one (1) hour of receiving notification, or else be subject to impoundment in accordance with Section 35-105, Orange County Code, as may be amended.

Penalties

The County reserves the right to assess penalty fees for non-compliance with Orange County Code or the license agreement, such as a Company's devices parking outside of designated parking areas or rides outside of the County-approved Service Area.

The County, or a third-party vendor retained by the County to perform micromobility-related services, may seize and impound any micromobility device, with or without notice to the Company, that is:

1. Parked or being operated in violation of Orange County Code or the license agreement;
2. Visibly damaged or non-functional;
3. Blocking the public right-of-way; and/or
4. Located outside the County-approved Service Area.

The County will notify the Company that a micromobility device has been removed and is in storage, within twenty-four (24) hours, for the Company's retrieval from storage, Monday through Friday during regular business hours. The County will release the micromobility device to the Company after all impoundment and storage fees have been paid.

Any micromobility device that remains unclaimed within the County for five days or longer shall be subject to sale pursuant to the procedures for abandoned or lost property set forth in Section 705.103, Florida Statutes, as may be amended, or by any other method allowed by the laws of the State of Florida.

**LICENSE AGREEMENT
FOR MICROMOBILITY DEVICE
OPERATIONS IN ORANGE COUNTY, FLORIDA**

This license agreement (the “AGREEMENT”), made as of the 31 day of October, 2023 (“Effective Date”), by and between Orange County, a charter county and political subdivision of the State of Florida (herein called “Orange County”) and Neutron Holdings dba Lime [Name of Provider], a Corporation [type of entity, state of incorporation] (herein called “Licensee”) (collectively, “Parties”).

WHEREAS, the term “Micromobility Device” is defined in Section 316.003(41), Florida Statutes, as may be amended, and includes motorized scooters (“E-Scooters”), as defined in Section 316.003(48), Florida Statutes; and

WHEREAS, Licensee provides commercial, motorized Micromobility Devices intended or equipped for shared use by paying consumers (“Licensee’s Micromobility Devices”); and

WHEREAS, Licensee has been selected to conduct the business of Micromobility Device sharing operations within the boundaries of Orange County (“Licensee’s Operation”); and

WHEREAS, Orange County-sanctioned Micromobility Device sharing operations have not previously operated on Orange County property; and

WHEREAS, allowing Micromobility Device sharing operations to exist in Orange County rights-of-way (“ROW”) will promote the public’s health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

WHEREAS, Micromobility Device sharing has the potential to help achieve Orange County’s goals around transportation mode sharing, equitable access, physical and environmental health, and climate change; and

WHEREAS, Orange County must balance the benefits of Micromobility Device sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

WHEREAS, during the term of this Agreement, Orange County will examine Micromobility Device sharing operations, and allow the use of Orange County ROW by the Licensee, subject to the terms and conditions set forth herein; and

WHEREAS, any capitalized term not defined herein shall have the meaning ascribed to it in Article VIII, Chapter 35, Orange County Code (the “Micromobility Device Ordinance”); and

WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize Orange County ROW during the term of this Agreement for operation of the number of devices in Licensee’s Fleet approved by the Director.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

ARTICLE I. USE OF ORANGE COUNTY RIGHTS-OF-WAY

1. Authorization. Orange County hereby grants a revocable, non-exclusive license to Licensee to implement Licensee’s Operation within Licensee’s designated Service Area(s), as depicted in Exhibit “A”, attached hereto and incorporated herein, during the term of this Agreement, subject to all of the terms and conditions set forth herein, in compliance with Article VIII of Chapter 35, Orange County Code. This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the public right of way or other Orange County property.

2. Understandings. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contractors the ability to exclude, or prohibit others from using, the Orange County ROW. Licensee further understands and agrees that Orange County’s uses, needs, and obligations shall at all times supersede Licensee’s privileges under this Agreement.

3. Orange County Rules. It is Licensee’s and its contractors’ obligation to become aware of and understand all Orange County rules and regulations related to the operation of Licensee’s business on public right of way, including without limitation, those related to rules of the road, parking, non-smoking, nondiscrimination, and non-harassment. Orange County reserves the right to remove any Licensee employee or subcontractor from public right of way for a violation of such rules.

4. Temporary Suspension. Orange County, in its sole discretion, may temporarily suspend the license granted in this section upon a significant weather event or other emergency, or any other significant event or occurrence that alters or causes Orange County to alter the everyday business activities of Orange County. Such a temporary suspension shall begin immediately upon notice and shall continue until the circumstances that created the need for the suspension have ceased, as determined by the Director.

5. Additional terms. In accordance with Subsection 35-100(a) of the Micromobility Device Ordinance, Licensee expressly understands and agrees that the Director may require special regulations and conditions as s/he deems reasonably appropriate to protect the public health, safety, and welfare.

ARTICLE II. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence on the Effective Date and continue FOR ONE CALENDAR YEAR, UNTIL 10/31, 2024 (“Term”). The Agreement will terminate at the end of the Term unless the parties mutually agree to renew this agreement in writing AND SUCH RENEWAL IS APPROVED AND EXECUTED BY THE BOARD OF COUNTY COMMISSIONERS.

2. Termination; Revocation. Pursuant to Section 35-100(e), Orange County Code, Orange County may terminate this Agreement and revoke Licensee’s license, upon written notice, if Licensee commits any breach and fails to remedy such breach within ten (10) days after receiving written notice of such breach. By way of example and not limitation, Licensee breach of this Agreement includes: (i) delinquent payments or required documents or submission of any false report; (ii) failure to reasonably manage placement and pick-up of Micromobility Devices; and (iii) violation of any laws or regulations.

3. Immediate Termination. Without limitation on its other rights and remedies, Orange County may terminate this Agreement immediately upon notice to Licensee upon the occurrence of the second separate default by Licensee within any consecutive three-month period for any of the reasons specifically iterated in the previous paragraph. For purposes of this Section, any such notices shall be sent by the Directory or that person’s designee.

4. Automatic Termination. This Agreement shall immediately and automatically terminate, unless prohibited by applicable law, if: (i) the Licensee’s Permit is terminated or expires; or (ii) either party enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business, or any similar event under the law of any foreign jurisdiction.

ARTICLE III. TERMS AND CONDITIONS FOR USE OF ORANGE COUNTY RIGHT OF WAY

Licensee agrees that it will implement Licensee’s Operation in accordance with the following terms and conditions:

1. License Agreement. Licensee shall at all times abide by the terms and conditions of this Agreement and comply with all requirements of the Micromobility Device Ordinance.

2. Micromobility Device Parking. All approved devices in Licensee's Fleet shall comply with Licensee's approved Parking Plan and with the following parking rules and restrictions when located in the Orange County ROW:

- a. Micromobility devices must be parked upright and stabilized with a kickstand when not in use.
- b. Micromobility devices must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic and/or access to:
 - i. Pedestrian ramps
 - ii. Building/property entrances
 - iii. Driveways
 - iv. Loading zones
 - v. Disability parking and transfer zones
 - vi. Transit stops
 - vii. Crosswalks
 - viii. Street furnishings (benches, parking meters, etc.)
 - ix. Sidewalk furnishing zones
 - x. Underground utility, sewer, or water facilities
 - xi. Sidewalk clear zones¹
- c. Orange County reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Micromobility Devices in specified areas and during specified events, and/or to direct users to specified designated parking areas. Licensee shall promptly (within 24 hours) comply with any and all geofencing requirements pursuant to a written or emailed request made by the Director. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee at no cost to Orange County.
- d. Licensee will be solely responsible for informing its customers as to proper parking of a Micromobility Device.
- e. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Micromobility Devices on private property,

¹ The sidewalk clear zone is the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

ROW, and public property not owned or controlled by Orange County including, without limitation, any area outside of the Licensee's designated Service Area(s).

- f. Orange County, in its sole discretion, may require Licensee to rebalance the distribution of Micromobility Devices in specified areas if deemed too dense or too sparse, or if doing so will help promote equitable access. Licensee will comply with all such requests no later than twenty-four (24) hours after notice from the Director or that person's designee.
- g. Licensee is and shall be responsible for collecting and removing its Micromobility Devices from Orange County ROW's no later than one (1) hour following the direction by the Director to do so, when notified a device is damaged, issuance of a tropical storm or hurricane warning by the National Weather Service for any part of Orange County, or be subject to impoundment in accordance with Section 35-105 of Orange County, Florida Ordinance No. 2022-07.
- h. Licensee and Licensee's employees, contractors and subcontractors shall place Micromobility Devices only in the locations identified in the attached Exhibit A.

3. Micromobility Device Operation, Licensee Operation, and Access to Fleet

- a. Orange County intends to treat Micromobility Devices in the same manner as traditional bicycles in regards to where they can be ridden and used on Orange County property.
- b. Micromobility Devices shall have a top speed of 10 miles per hour or less.
- c. Licensee will be required to provide the ability to regulate speed or stop motorized movement of Micromobility Devices in geofenced areas identified on Exhibit A as dismount zones, or other high-congestion locations.

4. Standards of Behavior and Conduct. Licensee agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Agreement:

- a. Licensee and its employees, contractors, contractor employees, subcontractors, and subcontractor employees will refrain from using foul, abusive, or profane language on Orange County ROW and property. Licensee shall enforce appropriate professionalism, discipline, and good order among their employees, contractors, contractor employees, subcontractors, and subcontractor employees at

all times. Licensee's employees, contractors, contractor employees, subcontractors, and subcontractor employees shall have absolutely no contact outside of direct customer interaction with the public, other than administrative personnel or designated representatives, with the exception of emergency situations and/or Orange County Sheriff's Office. Licensee shall immediately remove from public ROW access any employee, contractor, contractor employee, subcontractor, or subcontractor employee for making any inappropriate religious, racial, sexual, or ethnic comment, statement, or gesture toward any other individual.

- b. Licensee and its employees, contractors, contractor employees, subcontractors, and subcontractor employees shall wear an appropriate uniform identifying them as a representative of Licensee. Licensee shall issue corporate identification badges for all employees and subcontractors that display photograph, name and company name, and employees and subcontractors shall carry such identification while in or on Orange County ROW and property.
- c. Orange County reserves the right to exclude or remove anyone from public right of way for noncompliance with this section.
- d. Orange County may for any reason, without cost or penalty of any kind, request Licensee to remove an assigned employee from providing services under this Agreement and the Licensee shall comply with such a request immediately.

5. Micromobility Device Parking Complaints/Enforcement

- a. Licensee must provide Orange County with two (2) up-to-date, direct, local contacts for Licensee's Operation, including at least one (1) emergency contact available by phone 24 hours per day, 7 days per week.
- b. Micromobility Device parking complaints shall be referred directly to Licensee for prompt (within one (1) hour) resolution by Licensee or Licensee's authorized representative. At Director's discretion, Licensee may be provided a limited opportunity to address/respond by re-parking or relocating its noncompliant Micromobility Devices.²

² This provision will be exercised only in instances where, in Orange County's discretion, the public's safety and welfare will not be unduly compromised due to additional passage of time.

- c. Licensee alone will be fully responsible for re-parking or relocating Micromobility Devices where a complaint has been received, or where Micromobility Devices are otherwise found to be in violation of parking rules stated herein.
- d. Orange County will not be responsible under this Agreement for monitoring Micromobility Device parking, or dumping on private property, or other public property not owned or controlled by Orange County, but Orange County may impound any Micromobility Device not parked in accordance with this Agreement³.
- e. Licensee will be solely responsible to third parties for addressing unauthorized Micromobility Devices dumped or left unattended on private property, or on other public property not owned or controlled by Orange County.
- f. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Micromobility Devices leaning against, blocking, dumped on, or left unattended on Orange County ROW and property, private property, and on other public property not owned or controlled by Orange County.
- g. If Orange County incurs any costs or damages arising out of Micromobility Device parking complaints, violations, or other related costs that are not otherwise recovered with Orange County's collection of an impoundment release charge, Licensee shall reimburse Orange County for such costs no later than thirty (30) days after receiving written or emailed notice.
- h. Licensee expressly understands that Orange County may impound any and all Micromobility Devices found by Orange County to be in violation of applicable laws and/or the terms of this License Agreement. Seizure and impoundment of Micromobility Devices may be exercised by Orange County with or without prior notice to Licensee.
- i. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as follows:
 - i. Initial impoundment fee of \$50 per device
 - ii. If not paid for and retrieved by Licensee within 24 hours of notice of

³ When doing so will not unduly burden the complaining third party, Orange County will refer such complaints to Licensee, and Licensee or Licensee's authorized representative will be provided a limited opportunity to remedy the complaint without further Orange County involvement.

impoundment, a \$20 storage fee per device, per day shall be added to the initial impoundment fee.

- iii. If an impounded device is not picked up within 30 days of notice of impoundment, Orange County will consider it to be abandoned property and may dispose of it in accordance with applicable law.
 - j. In addition to applicable fees, including without limitation the aforementioned impoundment fee, Orange County may impose a penalty fee of \$100 per incident for any violation of this Agreement and/or of the Micromobility Device Ordinance, which penalty fee must be promptly paid by Licensee. Any failure by Licensee to timely pay any such penalty fee may be grounds for termination of this Agreement.
 - k. Any failure by Orange County to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.
6. Data Collection/Sharing. In accordance with the Micromobility Device Ordinance:
- a. Orange County will evaluate various aspects of the usage data shared by the Licensee with Orange County through monthly reporting, customer surveys, and Mobility Data Specification (MDS) Provider Application Program Interface (API).
 - b. Licensee understands and agrees that Orange County may rely upon a third-party researcher or consultant to evaluate various aspects of Licensee's Micromobility Device operations. Upon request, Licensee will directly share all data that is relevant to evaluating or enforcing the terms set forth in this Agreement with Orange County and any such third-party researcher.
 - c. Licensee agrees that it will provide any and all user and customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior and/or claims of civil liability against Orange County by persons using or riding a Micromobility Device. Notwithstanding any other provision to the contrary, this section (c) shall be deemed to include personally identifiable customer data.
 - d. Licensee shall maintain, during the Term and for at least seven (7) years after expiration of this Agreement, a searchable database with detailed information for each device rented.
 - e. Licensee shall, not later than sixty (60) days after the Effective Date, place a customer survey on its website or mobile application, or conduct such by email, in

a form approved by the Director, and shall forward the results to the Director once every two months.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS

During the Term of this Agreement, Orange County shall receive \$1 compensation per day per active Micromobility Device under this Agreement. The payment terms shall be established by the Director and agreed to by Licensee prior to Orange County's execution of this Agreement.

ARTICLE V. REMEDIES.

In addition to the right of Orange County to terminate a license and/or impound devices, Orange County and Licensee shall be subject to the Remedies provisions contained in Article 35 of Contract # Y22-1016, which contract is directly related to this Agreement.

ARTICLE VI. REPRESENTATIONS AND GENERAL CONDITIONS

1. Ownership and Condition of Right of Way. This Agreement shall not be construed so as to transfer ownership or control of Orange County's Right of Way to Licensee, or to any other party. Orange County makes no representations or warranties concerning the condition of Orange County ROW, or its suitability for use by Licensee, its contractors, or customers.
2. Delegation of Power. This Agreement does not delegate or otherwise transfer Orange County's power to regulate Micromobility Devices and Licensee's Operation, and/or to enforce Orange County ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to Orange County enforcement against third parties and/or public compliance issues shall remain within Orange County's sole discretion.
3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the power of Orange County to adopt, amend, and enforce ordinances, resolutions, and policies.
4. Removal upon order. Licensee shall remove at once any or all Micromobility Devices and any other property owned or controlled by Licensee upon being ordered to do so by Orange County. Licensee shall be responsible for restoring Orange County Right of Way to its original condition, and Orange County shall not be liable for any damages resulting to

Licensee by reason of such an order. Such removal and restoration of the Orange County Right of Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Micromobility Devices or other property as ordered within a reasonable time period, Orange County may perform the removal or work at Licensee's cost and/or initiate a claim against Licensee.

5. Interest of Members of Orange County. Licensee agrees that no member of the Board of County Commissioner, officer, employee or agent of Orange County shall have any interest, financial or otherwise, direct or indirect, in the Agreement.
6. Equal Opportunity Statement. Licensee agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to civil rights and nondiscrimination.
7. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by applicable law, Licensee shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In addition, the Licensee shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars.

Licensee agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities assumed by Licensee under this contract. Licensee is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Licensee shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident.
- Workers' Compensation - The Licensee shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. All policies shall include a waiver of subrogation in favor of Orange County, Florida. Elective exemptions as defined

in Florida Statute 440 will be considered on a case-by-case basis. Any Licensee using an employee leasing company shall complete the Leased Employee Affidavit.

1. Indemnification.

Licensee shall indemnify, defend, and hold harmless Orange County, and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which Orange County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits and/or actions of any kind or nature in the name of Orange County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Licensee shall expressly understand and agree that any insurance protection required by Orange County, the micromobility license agreement, or otherwise provided or secured by Licensee, shall in no way limit the responsibility to indemnify, defend, and hold harmless Orange County, its elected and appointed officials, employees, agents, and instrumentalities. The obligation to indemnify, defend, and hold harmless shall survive the revocation, termination, cancellation, or expiration of a license agreement. Licensee acknowledges that the issuance of this license is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by Licensee.

2. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of Orange County, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the Orange County. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the Orange County department contract manager designated herein.

3. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees

6. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

[Rest of page intentionally left blank]

IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

For the Licensee:

By:  _____
Robert Gardner
Its: Director of Expansion

For Orange County:

ORANGE COUNTY

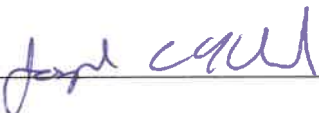
By:  _____
Joseph Kunkel
Its: Director

Exhibit A

Designated Service Area(s), including Parking Areas

(0) page(s) attached)

To be Reviewed and approved with each Vendor



PROPOSAL COVER PAGE

Company Name: Neutron Holdings d/b/a Lime

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. **CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: _____ D-U-N-S® # 095747245

85 Second Street, Floor 1 San Francisco
(Street No. or P.O. Box Number) (Street Name) (City)

San Francisco CA 94105
(County) (State) (Zip Code)

Contact Person: Robert Gardner

Phone Number: 5404217558 Fax Number: _____

Email Address: robert.gardner@li.me

EMERGENCY CONTACT

Emergency Contact Person: Robert Gardner

Telephone Number: 5404217558 Cell Phone Number: 5404217558


Residence Telephone Number: _____ Email: robert.gardner@li.me



AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Robert Gardner	Expansion Director	5404217558
		robert.gardner@li.me



 (Signature)
 Expansion Director
 (Name)
 Neutron Holdings d/b/a Lime

 (Name of Business)

 1/30/23

 (Date)

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

(a)
 (b) State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): San Francisco, CA

 City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 81-4870517

* Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.

January 24, 2023
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y22-1016-PD; ADDENDUM # 2
MICROMOBILITY PROGRAM

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

Questions Submitted:

Questions and Answers:

- A.** 1. The County asks for a “Parking Plan” that “depicts the locations within which a Company requests uniform designated parking areas according to County specifications.” Due to the potentially large number of designated parking locations throughout unincorporated Orange County, we are concerned that a Service Area map with “pins” on every parking location may be both too zoomed out and too cluttered with “pins” to be illustrative or informative. Does the County have a preferred way for applicants to depict our requested parking locations? Would an explanation of our methodology in selecting parking locations together with one or two more detailed examples of selected areas including “pins” be sufficient?

Answer: No, the County does not have a preferred method. Yes an explanation will be sufficient.

2. The RFP states that there will be a “parking fee of \$1,000 per new parking area.” Is this the total fee per new parking area to be split between all operators, or is the fee \$1,000 per operator per new parking area? Can the County share with applicants what this fee will be used for (i.e., installation of physical infrastructure)? Would the County consider waiving this fee for parking areas that are created 100% by geofence and do not require physical infrastructure?

Answer: YES, DEPENDING ON THE CO-LOCATION AND THE NUMBER OF VENDORS NOT TO EXCEED A \$1,000.00 PER VENDOR.

3. The RFP asks applicants to propose a “Service Area(s).” Will applicants be bound by their proposed Service Area in their RFP response (potentially resulting in different Service Areas between different operators), or will the County and the selected operators collaboratively create a single Service Area after contract awards and prior to launch?

Answer: Yes the applicant will be bound by their proposed service area. It is possible to have some overlap in service areas.

4. We recognize that the City of Orlando has its own shared micromobility program that is separate from the program described in this RFP. If an operator is currently present in Orlando,

will riders be allowed to cross between the City and County service areas in a single ride (starting a ride in the City service area and ending the ride in the County service area, and vice versa)? While we have the ability to stop riders from crossing over the boundary, we believe it would be a much better rider experience to be able to do so.

Answer: THE INTENTION IS TO OPERATE-WITHIN THE RESPECTIVE AREAS IN UNINCORPATED ORANGE COUNTY ONLY.

5. If riders are allowed to ride between the service areas of the County and the City of Orlando, would the County be willing to ensure operators have flexibility regarding temporary fleet cap violations caused by Orlando riders ending rides in the County service area and thus causing an excess number of scooters in the County service area?

Answer: TO BE ABLE TO OPERATE WITH IN THE GEOFENCING, VENDORS PER ALLOTTED TIME WILL OPERATE, THE NUMBER OF SCOOTERS ALLOTTED PER ANY VENDORS.

B. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the RFP #Y22-120-KS remain the same.
- c. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

December 28, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y22-1016-PD; ADDENDUM # 1

MICROMOBILITY PROGRAM

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

The Pre-Proposal meeting has been CHANGED FROM ~~Friday, January 13, 2023~~ to **Tuesday, January 17, 2023, 1:30 PM**, located at **Traffic Engineering Conference Room, 4200 S. John Young Parkway, Building 1, 3rd Floor**. Attendance is not mandatory but is encouraged.

- A.** The deadline to submit questions has been revised to Thursday, January 19, 2023, at 5:00 PM (local time).
- B.** The Proposal submission deadline has been CHANGED FROM Tuesday January 24 2023 to Tuesday, January 31, 2023, at 4:00 PM (local time).

C. ACKNOWLEDGEMENT OF ADDENDA

- a.** The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b.** All other terms and conditions of the RFP #Y22-120-KS remain the same.
- c.** Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm



NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y22-1016-PD, Micromobility Program
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

PROPOSAL SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, January 24, 2023**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

PRE-PROPOSALS CONFERENCE:

A **Non-Mandatory Pre-proposal Conference** will be held on **Friday, January 13, 2023, 1:30 PM**, located at **Traffic Engineering Conference Room, 4200 S. Joun Young Parkway, Building 1, 3rd Floor**. Attendance is not mandatory but is encouraged.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Contracting Agent at Perry.Davis@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Perry.Davis@ocfl.net, no later than 5:00 PM **Tuesday, January 17, 2023** to the attention of Perry Davis, Procurement Division, referencing the RFP number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>. Responses will be opened per the public meeting notice.

Offers by mail, hand-delivery, e-mail, telephone, or fax shall not be accepted. Proposals submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any offer. The submission deadline shall be scrupulously observed. It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Contracting Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

3. CONTRACT TERM

It is the intent of the County to enter into a one (1) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

4. MULTIPLE AWARD

The County reserves the right to make multiple awards based on the results of this RFP.

5. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.flair.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Workers compensation subject to the statutory limits of the State of Florida.

The County retains the right to require additional insurance coverage in connection with the activities performed by the company under this article as may be determined by the County, considering the size of the fleet and other liability insurance related factors. Nothing herein constitutes a waiver of the County's sovereign immunity.

Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the permit by the Director or his or her designee.

The Certificate of Insurance for any insurance policy required by this section must be on file with the County, in a form acceptable to the Director, or his or her designee, prior to the issuance of a permit under this section.

Insurance required under this section must include a cancellation endorsement in which the insurance company is required to notify both the company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A micromobility company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the County, a certificate of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.

A company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the County.

Furthermore, the Company agrees to provide a waiver of transfer of rights of recovery, in favor of the County for the general liability policy as required herein. When required by the insurer or should a policy condition not permit the Company to enter into a pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Indemnification

The Company shall indemnify, defend, and hold harmless the County, and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which the County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits and/or actions of any kind or nature in the name of the County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The Company shall expressly understand and agree that any insurance protection required by the County, the micromobility license agreement

, or otherwise provided or secured by a Company, shall in no way limit the responsibility to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and instrumentalities. The obligation to indemnify, defend, and hold harmless shall survive the revocation, termination, cancellation, or expiration of a license agreement. The Company shall acknowledge in the license agreement, which will include this indemnification, that the issuance of the license is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the Company.

7. IRREVOCABLE LETTER OF CREDIT

An ILC attachment A is required in the amount of \$25,000 (twentyfive thousand dollars) prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

The ILC must be issued by a federally insured institution located in the State of Florida with a rating of AAA or higher by Barnes Financial Reports. (form is attached)

8. POST AWARD MEETING

Within **SEVEN** (7) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

10. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

11. **CLARIFICATION**

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

12. **WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

13. **SEALED PROPOSALS**

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenw.com/portal/orangecountyfl>, prior to the submission deadline. Proposals will be opened and proposer names shall be disclosed per the public meeting notice.

14. **PROPOSAL PREPARATION**

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

15. **ACCOUNTING SYSTEM**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

16. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

Orange County Protest Procedures

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

17. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

18. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

19. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

20. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

21. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

22. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

23. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

24. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more

in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

25. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

26. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

27. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of

any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

**28. PUBLIC RECORDS COMPLIANCE
(APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635**

29. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

31. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

32. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

33. FEES PAYMENT TO THE COUNTY

Fees are to be paid to the County as defined in the Scope of Work and License Agreement.

34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

35. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 2
SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF SERVICES

Project Description

Orange County, Florida (“County”) seeks to enter into a license agreement with up to three (3) firms to implement and operate a successful on-demand micromobility device system (“System”). Each micromobility device company (“Company”) approved under the terms of this Request For Proposals shall provide and own all System equipment and meet all statutory and County criteria to operate a fleet of electric scooters and/or electric bicycles, which may be rented for short periods of time by the general public.

Proposals shall clearly state that the cost and responsibilities for all design, installation, operations, maintenance, insurance, and marketing to users will be borne and insured by the Company, which may submit individually or as part of a team. The proposal must clearly identify the Company’s sources of revenue streams, including implementation and collection of user fees, sponsorships, and any other revenue streams to cover capital and operating costs. The Company shall pay all associated fees required by the County, as detailed in the County’s micromobility ordinance (Ord. #2022- 07, adopted March 8, 2022, a copy of which is attached hereto Attachment C). The County’ Public Works Department will provide and maintain associated micromobility parking areas through assessment of fees to all Companies. The County will not provide any funding or financial support for the Companies or related costs, and proposals requesting, contemplating, or relying on County funding will not be considered.

Through this competitive selection process, the County may select up to three (3) Companies to serve as qualified System operators. A selected Company must enter into a License Agreement with, and receive a license from, the County before commencing micromobility device operations. Draft License agreement forms are included as attachment B. All micromobility devices shall be geo-fenced to be kept within the geographical service area(s) approved by the County (“Service Area(s)”).

Any micromobility-related licenses issued shall be issued for one (1) year in the name of the lead entity responsible for all operations of the permitted System. As System operators, Companies may subcontract with any other individual, firm, company or corporation to provide the full range of micromobility devices; however, a Company shall remain responsible for all obligations, actions, and inaction of its subcontractors.

Upon license issuance, Companies shall report and work directly with the Director, who shall be the System administrator for the County. The County reserves the right to amend regulations and/or suspend a Company’s operations at any time if deemed necessary by the County, in its sole discretion.

Definitions (as contained in Ordinance # 2022-07)

- (a) *Bicycle* shall have the meaning ascribed to it in Section 316.003(4), Florida Statutes, as it may be amended.
- (b) *Bicycle path* shall have the meaning ascribed to it in Section 316.003(6), Florida Statutes, as it may be amended.
- (c) *Company* means a micromobility device provider that is a person, firm, corporation, or other legal entity that makes bicycles, scooters, and/or other micromobility

devices available for immediate, self-service rental through an online application, website, or software for point to point trips.

- (d) *Director* means the Orange County Director of Public Works or that person's designee, who shall administer this Article.
- (e) *Electric bicycle* shall have the meaning ascribed to it in Section 316.003(23), Florida Statutes, as it may be amended.
- (f) *Emergency Preparedness Plan* means a plan that details where the micromobility devices will be located and the amount of time it will take to secure all micromobility devices when a tropical storm or hurricane warning has been issued by the National Weather Service.
- (g) *Geofencing* means the use of Global Positioning Systems ("GPS") or Radio Frequency Identification ("RFID") technology to create a geographic boundary, enabling software to trigger a response when a mobile device or micromobility device enters or leaves a particular area.
- (h) *Micromobility device* shall have the meaning ascribed to it in Section 316.003(41), Florida Statutes, as it may be amended.
- (i) *Motorized scooter* (also referred to herein as "scooter") shall have the meaning ascribed to it in Section 316.003(48), Florida Statutes, as it may be amended.
- (j) *Operations Plan* means a Company's plan of business operation that provides the specific geographic area where devices will be utilized, including any areas required by the Director ("Service Area"), information describing how devices will be managed within that Service Area, and plans showing how Rider and other public safety concerns will be addressed including but not limited to accessibility. The Operations Plan also must address how the Company will enforce the requirements of all applicable federal, state, and local laws, rules, and regulations with Riders.
- (k) *Parking Plan* means a plan that depicts the locations within which a Company requests uniform designated parking areas according to County specifications.
- (l) *Program Administrator* means that person authorized by a Company to represent the Company in all communications with the County, and to promptly respond to all County questions or concerns.
- (m) *Rebalancing* means the process by which micromobility devices are redistributed to ensure availability throughout a Service Area and to prevent excessive buildup of micromobility devices at any particular location(s).
- (n) *Rider* means the operator of a micromobility device.
- (o) *Right-of-Way* shall have the meaning ascribed to it in Section 21-173 of the Orange County Code, as it may be amended, and means land in which the County owns the fee or has an easement devoted to, or required for, the use as a public road.
- (p) *Roadway* shall have the meaning ascribed to it in Section 316.003(73), Florida Statutes, as it may be amended.
- (q) *Safety Operational Analysis* shall mean the analysis conducted by a Company, based upon objective criteria as determined by the Director and on file at the County's Public Works Department.

- (r) *Sanitation Plan* means a plan that details daily sanitation and disinfection protocols and related education provided to staff and Riders.
- (s) *Service Area* means a specific geographic area of unincorporated Orange County within which a Company's micromobility devices are authorized to operate under the terms of an approved license agreement with Orange County.
- (t) *Sidewalk* shall have the meaning ascribed to it in Section 316.003(80), Florida Statutes, as it may be amended.
- (u) *Staging* means the parking and rebalancing of micromobility devices within the public right-of-way.
- (v) *Vehicle* shall have the meaning ascribed to it in Section 316.003(106), Florida Statutes, as it may be amended.

License Agreement

Upon County approval of a Company's proposal, the Company shall be required to execute a license agreement with the County and pay a license fee in order to operate micromobility devices in the Company's Service Area during the term of the agreement.

The Director shall have the authority to approve license applications with the following requirements:

- (a) The Director may establish hours of operation as part of the license agreement. The Company shall ensure that its micromobility devices are not rented, ridden, or operated outside of any such designated hours of operation.
- (b) The Director may require that Service Area(s) include additional geographic areas, other than as proposed by the Company, to ensure safety, continuity, and/or equity, as a condition of the license agreement.
- (c) The Director may exclude certain micromobility devices from being rented or ridden in the interests of safety or public welfare.
- (d) The Director may issue a license with special regulations and conditions of operation as he or she deems reasonably appropriate to protect the public health, safety, and welfare.

The Director may revoke a license if the Company violates any applicable law, rule, or regulation, or any material condition of the license or license agreement, subject to the revocation process outlined in the license agreement.

All licenses shall be conditioned on the accuracy of and continued compliance with all material aspects of the application. A micromobility device license may not be transferred or assigned unless approved in writing in advance by the Director.

Term

Upon issuance, a license shall be valid for a period of one (1) year, unless revoked or terminated, pursuant to Subsection 35-100(b), Orange County Code. No later than ten (10) days after expiration, revocation, or termination of a license, the Company shall remove all its micromobility devices from the Service Area(s).

Quantity of Micromobility Devices

Each license, upon issuance, will be for a minimum of two hundred (200) micromobility devices and a maximum of five hundred (500) Micromobility devices. Based on the number of licenses

issued or anticipated to be issued, the Director may limit the number of micromobility devices authorized by a license to the minimum of two hundred (200) micromobility devices in order to maintain an overall maximum of fifteen hundred (1,500) micromobility devices in the unincorporated areas of the County.

The number of electric scooters, electric bicycles, or other micromobility device types allowable within a Company's approved allocation will be determined by the Director with Company input.

Each license will be issued subject to the Director's authority to direct any Company to reduce or increase the number and/or type of authorized micromobility devices approved under a license and to cap the allowable number of a Company's devices that may be deployed within an identified portion of the approved Service Area(s). The Company shall comply with any such required fleet adjustments within no more than twenty-four (24) hours.

The Company may submit a written request to the County to reduce or increase the number and/or type of authorized micromobility devices, which shall be comprised of the number and type of micromobility devices requested to be increased/decreased, operational data for the current fleet, and safety data on Company and System performance. The determination will be based on the Director's review of a Company's written analysis, as well as market needs, total number of micromobility devices deployed, device utilization, Company performance (including fee payment and any impoundment), public safety, seasonal and environmental conditions, and special events. The Director will issue a decision within fourteen (14) calendar days of submittal of a Company's request. The Director's decision is final and is not subject to further review or appeal.

Fees

Fee payment shall be made by check payable to the Orange County Board of County Commissioners, delivered to the Director, or via electronic means established by the County. If the payment due date falls on a weekend or a legal holiday, then payment shall be due the next business day. A Company's failure to make payment by this date will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay any fee required under the license agreement fee constitutes grounds for revocation of the license by the Director.

License Fee; Parking area fee

Upon the Company's receipt of notice from the Director that the Company's application for a license has been approved, the Company shall submit the applicable license fee to the County. The notice of application approval shall list the total license fee due from the Company and the due date for payment of the license fee. The fees to be assessed include a license fee of \$10,125.00 and parking fee of \$1,000 per new parking area, in accordance with the approved Parking Plan, for installation by the County.

Micromobility Device Fee

In addition to application and license fees, the Company shall remit to the County fee of one (\$1.00) dollar per day per micromobility device in the Company's fleet that is deployed and available for Rider use. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement, oversight, maintenance of micromobility device parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit micromobility device operations in the County.

The micromobility device fee shall be paid to the County every ninety (90) days, beginning ninety (90) days after the license is issued and within ten (10) days after expiration or revocation of the

license. Payment shall be made by check payable to the Orange County Board of County Commissioners, delivered to the Director, or via electronic means established by the County. If the payment due date falls on a weekend or a legal holiday, then payment shall be due the next business day. A Company's failure to make payment by this date will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay the micromobility device fee constitutes grounds for revocation of the license by the Director. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement, oversight, construction and maintenance of micromobility device parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit micromobility device operations in the County.

Impoundment and Storage Fees

The County may assess a Company impoundment and storage fees on a per- day/per- device basis for any violation of the County's ordinance or the license agreement, pursuant to Section 35-105, Orange County Code. A Company's failure to make payment by the due date established by the County will incur a penalty of five percent of the delinquent amount per month, not to exceed a total penalty of twenty-five (25) percent. A Company's failure to timely pay impoundment and storage fees constitutes grounds for revocation of the license by the Director.

Penalty Fees

The County may assess a Company a penalty fee of \$100 per incident per day for any violations of the County's ordinance or the license agreement. A Company's failure to make payment by the due date established by the County will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay penalty fees constitutes grounds for revocation of the license by the Director.

Micromobility Device Delivery and Operational Requirements

A Company's micromobility devices authorized under a license shall be delivered and operational within the Company's approved Service Area(s) within sixty (60) days after issuance of the license; otherwise, the license shall automatically expire, and the Company shall remove its micromobility devices no later than ten (10) calendar days after such expiration. A Company shall keep, maintain, and operate the number of micromobility devices authorized by the license throughout the term of the license.

Micromobility devices may not be operated on any County roadway identified by the County as a heavily traveled street found to be incompatible with the normal and safe use of micromobility devices consistent with Section 316.008(1)(n), Florida Statutes. The County will notify a Company of any operational restrictions on heavily-traveled streets within its Service Area(s) no later than seven (7) calendar days after County makes such determination.

Geofencing

The Company's Operations Plan shall identify all areas within a proposed Service Area that would be restricted from micromobility device operations and parking. The County reserves the right to request that additional areas be geofenced within a Service Area. The Company shall implement any such geofencing request within no more than 24 hours after receiving a written request from the Director.

As directed, the Company shall implement additional no-ride zones during special events, such as parades, walkathons, and other community events. The County may require that the Company have employees and/or staffing on site during special events to manage micromobility devices and their use.

Company Responsibilities

Each Company shall comply with the following requirements during the term of the license agreement:

- (a) The Company shall comply with all applicable federal, state, and local rules, regulations, and laws, including any additional rules and regulations promulgated by the Director and shall inform Riders that Riders must comply. The Company shall be responsible for enforcement of these requirements.
- (b) The Company shall be a business organization authorized to conduct business in the State of Florida and shall maintain active organizational status with the Florida Division of Corporations.
- (c) Notwithstanding any penalty imposed on a Company for the Company's failure to comply with the terms of its license agreement and/or the Orange County Ordinance, a Company shall promptly reimburse the County for costs incurred to address or abate any violations of Orange County Code or costs incurred for the repair or maintenance of public property arising from the operations of the Company, via payment to County no later than thirty (30) days after notice to the Company.
- (d) The Company shall, including through its mobile application, software application, and website, whichever may be applicable:
 1. Provide clear notification that Riders must operate micromobility devices in compliance with applicable state, local, and federal laws, rules, and regulations;
 2. Educate Riders regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device;
 3. Notify Riders that, unless otherwise prohibited, micromobility devices may be operated on streets, sidewalks, and sidewalk areas in a manner similar to bicycles;
 4. Notify Riders that micromobility devices are operated at a person's own risk, and no representation is made by the County as to the condition of any street, sidewalk, or sidewalk area;
 5. Notify Riders that micromobility devices shall at all times yield to pedestrians and shall give an audible signal before overtaking and passing a pedestrian;
 6. Notify Riders that the use of helmets while operating a micromobility device is strongly encouraged; and
 7. Provide an interface that allows Riders to notify the Company of an issue relating to safety or maintenance of a micromobility device.
 8. Provide incentives within the mobile application to support use of required parking areas, such as continuing to charge a fee for the ride until a device is parked in a designated area.

9. Provide these requirements and notifications in, at a minimum, English, Spanish, Haitian Creole, and Portuguese.

Safety Education

The Company shall provide safety training classes to educate persons operating micromobility devices regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device, subject to the requirements outlined in the license agreement.

1. The classes shall be offered to the general public a minimum of six (6) times per license year and geographically distributed throughout the approved Service Area(s).
2. The classes shall be evenly distributed throughout the year during the work week and on weekends, and offered free of charge, with both in-person and online attendance options.
3. Companies may hold joint training classes, which may be counted toward their individual safety class total required under this subsection.
4. The Company shall document and report attendance to the County for each class.
5. The classes shall be offered in, at a minimum, English, Spanish, and Haitian Creole, in accordance with the County's adopted Limited English Proficiency Plan, on file with the County's designated Title VI Coordinator listed on the County's web site, regarding the rules, regulations, and laws applicable to riding, operating, and parking a micromobility device.

Rebalancing, Relocating, and Removing Devices

The Company shall, in accordance with its license agreement:

- (a) Rebalance micromobility devices on a daily basis in the manner prescribed in the license agreement, including rebalancing devices that have not been used in twenty-four (24) hours.
- (b) Promptly remove, rebalance, and/or relocate devices no later than one (1) hour after receiving direction to do so by the Director.
- (c) Remove and safely store its fleet according to the Company's approved Emergency Preparedness Plan upon the issuance of a tropical storm or hurricane warning for any part of Orange County.
- (d) Coordinate with the County upon notification by the Director of any upcoming significant event in its Service Area(s) by submitting an Event Management Plan to the County no later than seven (7) days before the planned event.
- (e) Modify operations as needed to ensure traffic safety if notified by the County's Traffic Engineering Division that a Maintenance of Traffic permit has been issued for construction in the Company's Service Area(s).
- (f) Continually monitor transit assets for rebalancing needs, such as SunRail stations and LYNX stations and bus stops.
- (g) Continuously and diligently monitor the locations of its micromobility devices to ensure compliance with ADA requirements in public areas and promptly remove any micromobility devices that create non-compliance issues.

- (h) Have the technology available to operate and/or implement the Director's requirements regarding geo-fencing.
- (i) Have the technology available to operate and/or implement the Director's requirements regarding the portion or percentage of a Company's fleet that may be located in a particular part of a Service Area.

Data Sharing

The Company shall have the responsibility under its license agreement to share data with the County, which will include, but not be limited to, the following provisions and terms.

- (a) The Company shall provide real-time micromobility device data in a format specified by the County, in accordance with existing industry standards and the conditions of the license agreement. The County reserves the right to use a third-party data aggregator and auditing service.
- (b) The data categories that each Company shall share with the County shall be listed on the license. The County may require additional categories of data from the Company, which additional categories shall become part of the license and which data shall be provided no later than ten (10) days after receiving the County's written notice to the Company.
- (c) The County reserves the right to share information with other government or public agencies in the interest of public health, safety, and welfare.
- (d) The County reserves the right to require the Company to undergo an audit, strictly limited to the information provided in the data categories specified by the County in the license, to be performed by a third-party vendor of the County's choosing as a condition of the license, to ensure the data provided by the Company is accurate and transparent.
- (e) The County shall have the right to use all data provided by the Company, including but not limited to, displaying real-time data and device availability data to the public through publicly available portals and websites.

Rental Database

The Company shall maintain, during the entire term of the license, a searchable database with the following information for each micromobility device rented:

1. Name, address, and mobile phone number of the person who rented the micromobility device;
2. Date, time, and duration ("rental period") of each person's rental of a micromobility device;
3. Route taken during the rental period; and
4. Location of the micromobility device at any particular time during the rental period.

The Company will not be required to share this data with the County as part of the Company's operations under the license.

Monthly Reports

Each Company shall provide a monthly report to the Director by the fifth (5th) business day of each month for the prior month, in form and content acceptable to the Director, as outlined in the license agreement. The report shall include the following minimum information:

- (a) The Company's total number of Riders in its Service Area.
- (b) Number of rides, time per ride, and miles travelled.
- (c) Total number of active micromobility devices in the fleet.
- (d) A heat map of micromobility trips that clearly depicts high ridership routes and top destinations.
- (e) The number and type of maintenance requests.
- (f) Customer service information, such as complaints, notification of equipment failures, and requests to remove micromobility devices from public or private property.
- (g) An assessment of any environmental impacts.
- (h) Crash data that includes the following information for each crash in which the Company's Micromobility device was involved during the reporting period:
 - 1. Crash date;
 - 2. Crash time;
 - 3. Crash street and intersecting street(s);
 - 4. Crash type (e.g., rear end, sideswipe, other);
 - 5. Number of vehicles and devices involved;
 - 6. Number of motorists and non-motorists affected;
 - 7. Number of fatalities;
 - h. Number of injuries;
 - i. Condition of device after crash;
 - j. Whether a police report was filed and report number (if filed); and
 - k. Any corrective actions taken by the Company.

Age of Riders

The Company shall not knowingly rent or lease any device to, or to be ridden by, a child who is under the age of 18 years old. The Company's mobile application shall require all Riders to show or scan photographic identification, which shall be a driver's license, a state identification, or a passport, which must indicate that every Rider is at least eighteen (18) years old.

Other Terms

The Company shall not place or attach any fixtures, structures, or personal property, other than the subject micromobility device, in the public right-of-way.

The Company shall comply with the terms of the license agreement and shall maintain the license in good standing throughout the term of the license agreement.

The Company shall require and obtain each Rider's executed consent of, and to, the approved waiver/release form prior to such Rider's use of the Company's micromobility devices. The Company shall use the form as part of every rental of a micromobility device throughout the term of the license agreement.

The Company shall survey Riders to identify travel behavior and potential safety issues, as requested by the Director. Rider surveys will not exceed four (4) surveys per year.

Micromobility Devices

Specifications

Micromobility devices shall comply with the following requirements:

- (a) Devices shall be well-maintained and in good operating condition at all times and shall be built to withstand the effects of weather and constant use.
- (b) Devices shall meet the specifications and safety requirements for micromobility devices under applicable federal and state law and shall be equipped as detailed in the license agreement.
- (c) Devices shall be equipped with a minimum of nine (9) inch wheels and a horn or bell or other such signaling device by which to audibly warn pedestrians.
- (d) Devices shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear and that meet applicable laws, rules, and regulations.
- (e) Devices shall be equipped with active global positioning system (GPS) technology.
- (f) Devices shall have a governor or other such mechanism that, when activated, limits the device to a speed of no more than ten (10) miles per hour.
- (g) Devices shall prominently display the Company's legal name and a telephone number for a Rider to contact the Company for customer support twenty-four (24) hours a day, seven (7) days a week. Lettering/numbers/images shall be at least three (3) inches in height. Any contact instructions shall be provided, at a minimum, in English, Spanish, Haitian Creole, and Portuguese.
- (h) Each device shall have a unique device identification number.
- (i) Devices shall not display any third-party advertising.
- (j) Devices shall otherwise meet the specifications and safety requirements for micromobility devices under applicable federal and state laws.

Parking Requirements

The Company shall geofence all designated parking areas approved under the Parking Plan and that may be added to the System by the County at its discretion. The Company shall integrate any geofenced parking into their System within 24 hours of written notification from the Director.

The Company shall ensure that all micromobility devices are compliant with parking requirements of the license agreement at all times.

- (a) Micromobility devices shall only be parked in designated areas approved by the County for such parking, upright, and in a manner that is compliant with the applicable provisions of the Americans with Disabilities Act of 1990 and federal and state regulations and guidance for accessible public rights-of-way.

- (b) A micromobility device shall not be parked in a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp or curb ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement of persons with disabilities; or in any manner that presents a safety hazard or other legal concern.
- (c) A micromobility device shall not be parked in a manner that impedes normal and reasonable pedestrian access on a sidewalk or pedestrian path, or in any manner that would reduce the minimum clear width of a sidewalk or pedestrian path to less than four feet.
- (d) A micromobility device shall not be parked:
 - (1) Within a motor vehicle parking space not designed for micromobility device use or in accessible parking spaces or prohibited parking zones;
 - (2) Upon or within a bicycle rack;
 - (3) On any private property without the permission of the owner; or
 - (4) In a manner that blocks:
 - a. Fire hydrants, call boxes or other emergency facilities;
 - b. Transit facilities and transit stops, particularly the boarding and alighting areas;
 - c. Loading spaces or zones;
 - d. Passenger loading spaces or zones, or valet parking service areas;
 - e. Railroad tracks or crossings;
 - f. Street furniture that requires pedestrian access (for example, benches, parking pay stations, mailboxes, parcel lockers, and bicycle/news racks);
 - g. Building entryways; and/or
 - h. Vehicular driveways.
- (e) A micromobility device shall not be attached, secured, stored, or parked upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.
- (f) Except as otherwise may be expressly allowed by the Director, micromobility devices parked on public property continuously for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes, as may be amended.
- (g) Micromobility devices parked in an incorrect or improper manner shall be re-parked, removed, and/or relocated by the Company within one (1) hour of receiving notification, or else be subject to impoundment in accordance with Section 35-105, Orange County Code, as may be amended.

Penalties

The County reserves the right to assess penalty fees for non-compliance with Orange County Code or the license agreement, such as a Company's devices parking outside of designated parking areas or rides outside of the County-approved Service Area.

The County, or a third-party vendor retained by the County to perform micromobility-related services, may seize and impound any micromobility device, with or without notice to the Company, that is:

1. Parked or being operated in violation of Orange County Code or the license agreement;
2. Visibly damaged or non-functional;
3. Blocking the public right-of-way; and/or
4. Located outside the County-approved Service Area.

The County will notify the Company that a micromobility device has been removed and is in storage, within twenty-four (24) hours, for the Company's retrieval from storage, Monday through Friday during regular business hours. The County will release the micromobility device to the Company after all impoundment and storage fees have been paid.

Any micromobility device that remains unclaimed within the County for five days or longer shall be subject to sale pursuant to the procedures for abandoned or lost property set forth in Section 705.103, Florida Statutes, as may be amended, or by any other method allowed by the laws of the State of Florida.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Purchasing.Agent@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

PRE-REQUISITE REQUIREMENTS

NON-MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a **Pre-Proposal Conference A Non-Mandatory Pre-proposal Conference** will be held on **Friday, January 13, 2023, 1:30 PM**, located at **Traffic Engineering Conference Room, 4200 S. Joun Young Parkway, Building 1, 3rd Floor**. Attendance is not mandatory but is encouraged.

At that time, the County's representative will be available to answer questions relative to this Request for Proposals. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Request for Proposals.

Prospective proposers are encouraged to bring all equipment necessary to perform their inspection of the project site. Any equipment provided by Orange County should be thoroughly inspected by the proposer and is used at the proposer's sole cost and expense. All proposers using County-provided equipment will be required to sign the pre-proposal release. No one under eighteen years of age will be permitted to participate in the pre-proposal inspection.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

TAB 1. Experience

The Company, in submitting a proposal, shall adequately demonstrate it can satisfy each of the following minimum requirements:

- (a) Be an established legal entity for a minimum of one (1) year as a business with the same Federal Employee Identification Number;
- (b) Be an active corporation registered with the State of Florida Department of State, Division of Corporations;
- (c) Have a program administrator with a minimum of one (1) year of experience in the provision of motorized electric scooter and/or bicycle sharing micromobility systems;
- (d) Have provided similar services for at least three (3) governmental entities within the past three years;

- (e) Provide sufficient telephone service, including toll-free and local service 24 hours per day, to handle inquiries directly from the public and Orange County representatives;
- (f) Provide customer service and enrollment assistance in, at a minimum, English, Spanish, Haitian Creole, and Portuguese, through its own staffing or assistance from translation services.
 - A. Provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required consulting services.
 - B. Identify staff experience working with governmental entities and list those projects.
 - C. List at least five (5) references, with a minimum of two (2) from governmental entity experience, for which the Proposer has performed work similar in scope and magnitude including the contact name, address, email address, telephone number and date of the contract.
 - D. Provide the following, the Company's general statement of experience with similar projects, especially in Florida; evaluation of staff experience and qualifications; organizational structure and how it relates to the requirements of the RFP; company resources and financial stability; demonstrated knowledge specific to the Orange County market.

TAB 2. Operations Plan

- A. Provide a brief description of the Proposer's approach to the project.
- B. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.
- C. Proposer shall provide the Company's plan for service provision and device management within their proposed Service Area(s); evaluation of proposed staffing and ability to address rebalancing and operational needs outlined in the RFP; micromobility device specifications and staging; responsiveness to complaints; provision of customer service and enrollment assistance; and enforcement of rental terms and all applicable laws and regulations with Riders.

TAB 3. Other Plans

Propoosser shall provide the Company's required Parking Plan, Sanitation Plan, and other operational considerations outlined in the RFP, such as event management, emergency preparedness, how to involvle local small and or M/WBE firms and any Company-proposed provisions for equity and accessibility.

TAB 4. Safety and Operational Analysis

Propoosser shall provide the Company's proposed Safety Operational Analysis demonstrating the ability to operate safety on the County's transportation network within the proposed Service Area(s), including roadway characteristics

(including posted speeds); sidewalk locations/widths; traffic volumes and crash data; ADA compliance; transit stops; and roadway/pedestrian lighting.

TAB 5. Mobile Application and Safety Education

Proposer shall provide their Company's plan for ensuring customer compliance with parking and other requirements of the RFP; safety trainings and other education for Riders; and ability to meet related requirements of the RFP.

TAB 6. Data Sharing and Geofencing

Proposer shall provide the Company's plan to detail their ability to ensure safety and compatibility of operations using geofencing; ability to enforce location-based regulations for operations only with the proposed Service Area; ability to restrict operations on heavily traveled streets as defined by the County; ability to enforce and incentivize parking requirements and required use of designated parking areas; and ability to respond to data sharing requests and provide required monthly reporting.

TAB 7. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Section 3, Proposal Submission Requirements and Documentation | Page 16

Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 8. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Experience	20
Operations Plan	25
Other Plans	10
Safety Operational Analysis	15
Mobile Application and Safety Education	10
Data Sharing and Geofencing	10
Location	10
<hr/>	
TOTAL	100

**SECTION 5
ATTACHMENTS**

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. **CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
------	-------	------------------------

(Signature)	(Date)
-------------	--------

(Title)	
---------	--

(Name of Business)	
--------------------	--

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

(a)
(b) **State of Incorporation:** _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER’S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Proposal Response the form titled “Information for Determining Joint Venture Eligibility”, and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties’ respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. 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.
2. 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide 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 Florida Statute 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y22-1016-PD

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Proposer's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM**
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the proposer, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

LOCATION FORM

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONTRACTOR

**PERCENTAGE OF
WORK ASSIGNED**

1.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
2.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
3.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
4.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	

SUBCONTRACTOR / SUBCONTRACTOR

1.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
2.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
3.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	
4.	Name: _____				_____ %
	Address: _____	City: _____	County: _____	State/Zip: _____	

Total Percentage (**Must Equal 100%**) _____ %
(Use additional pages if necessary)

AGENT AUTHORIZATION FORM

I/We, (Print Proposer name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Irrevocable Letter of Credit (ILC) Attachment A

An ILC is required for in the amount of \$25,000 (twentyfive thousand dollars) prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

The following format shall be used by the issuing financial institution to create an ILC:

(Issuing Financial Institutions Letterhead or Name and Address)

ISSUE DATE _____

IRREVOCABLE LETTER OF CREDIT NO. _____

ACCOUNT PARTY'S NAME _____

ACCOUNT PARTY'S ADDRESS _____

TO: Orange County Board of County Commissioners
400 E. South Street, 2nd Floor
P.O. Box 1393
Orlando, FL 32802

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution] office at [issuing financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.
2. We hereby undertake to honor your sight draft(s) drawn on the issuing financial institution for all or any part of this credit if presented with this Letter of Credit at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date we notify you by certified mail that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party by the same means of delivery.
4. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500.
5. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

For the purposes of this ILC, notices to Orange County shall be provided to:

Orange County Government
Manager, Purchasing and Contracts Division
P.O. Box 1393
400 E. South Street, 2nd Floor
Orlando, FL 32802

To draw on an ILC, the following format shall be used for a sight draft:

SIGHT DRAFT

(City, State)

Date _____

(Name and Address of Financial Institution)

Pay to the Order of Orange County Board of County Commissioners

The Sum of United States \$ _____

This draft is drawn under Irrevocable Letter of Credit No. _____

Orange County Board of County Commissioners

BY: _____

**LICENSE AGREEMENT
FOR MICROMOBILITY DEVICE
OPERATIONS IN ORANGE COUNTY, FLORIDA**

This license agreement (the “**AGREEMENT**”), made as of the ___ day of _____, XXXX (“Effective Date”) by and between Orange County, a charter county and political subdivision of the State of Florida (herein called “Orange County”) and _____ [Name of Provider], a _____ [type of entity, state of incorporation] (herein called “Licensee”) (collectively, “Parties”).

WHEREAS, the term “Micromobility Device” is defined in Section 316.003(41), Florida Statutes, as may be amended, and includes motorized scooters (“E-Scooters”), as defined in Section 316.003(48), Florida Statutes; and

WHEREAS, Licensee provides commercial, motorized Micromobility Devices intended or equipped for shared use by paying consumers (“Licensee’s Micromobility Devices”); and

WHEREAS, Licensee has been selected to conduct the business of Micromobility Device sharing operations within the boundaries of Orange County (“Licensee’s Operation”); and

WHEREAS, Orange County-sanctioned Micromobility Device sharing operations have not previously operated on Orange County property; and

WHEREAS, allowing Micromobility Device sharing operations to exist in Orange County rights-of-way (“ROW”) will promote the public’s health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

WHEREAS, Micromobility Device sharing has the potential to help achieve Orange County’s goals around transportation mode sharing, equitable access, physical and environmental health, and climate change; and

WHEREAS, Orange County must balance the benefits of Micromobility Device sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

WHEREAS, during the term of this Agreement, Orange County will examine Micromobility Device sharing operations, and allow the use of Orange County ROW by the Licensee, subject to the terms and conditions set forth herein; and

WHEREAS, any capitalized term not defined herein shall have the meaning ascribed to it in Article VIII, Chapter 35, Orange County Code (the “Micromobility Device Ordinance”); and

WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize Orange County ROW during the term of this Agreement for operation of the number of devices in Licensee’s Fleet approved by the Director.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

ARTICLE I. USE OF ORANGE COUNTY RIGHTS-OF-WAY

1. Authorization. Orange County hereby grants a revocable, non-exclusive license to Licensee to implement Licensee’s Operation within Licensee’s designated Service Area(s), as depicted in Exhibit “A”, attached hereto and incorporated herein, during the term of this Agreement, subject to all of the terms and conditions set forth herein, in compliance with Article VIII of Chapter 35, Orange County Code. This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the public right of way or other Orange County property.

2. Understandings. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contractors the ability to exclude, or prohibit others from using, the Orange County ROW. Licensee further understands and agrees that Orange County’s uses, needs, and obligations shall at all times supersede Licensee’s privileges under this Agreement.

3. Orange County Rules. It is Licensee’s and its contractors’ obligation to become aware of and understand all Orange County rules and regulations related to the operation of Licensee’s business on public right of way, including without limitation, those related to rules of the road, parking, non-smoking, nondiscrimination, and non-harassment. Orange County reserves the right to remove any Licensee employee or subcontractor from public right of way for a violation of such rules.

4. Temporary Suspension. Orange County, in its sole discretion, may temporarily suspend the license granted in this section upon a significant weather event or other emergency, or any other significant event or occurrence that alters or causes Orange County to alter the everyday business activities of Orange County. Such a temporary suspension shall begin

immediately upon notice and shall continue until the circumstances that created the need for the suspension have ceased, as determined by the Director.

5. Additional terms. In accordance with Subsection 35-100(a) of the Micromobility Device Ordinance, Licensee expressly understands and agrees that the Director may require special regulations and conditions as s/he deems reasonably appropriate to protect the public health, safety, and welfare.

ARTICLE II. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence on the Effective Date and continue FOR ONE CALENDAR YEAR, UNTIL _____, 2023 (“Term”). The Agreement will terminate at the end of the Term unless the parties mutually agree to renew this agreement in writing AND SUCH RENEWAL IS APPROVED AND EXECUTED BY THE BOARD OF COUNTY COMMISSIONERS.

2. Termination; Revocation. Pursuant to Section 35-100(e), Orange County Code, Orange County may terminate this Agreement and revoke Licensee’s license, upon written notice, if Licensee commits any breach and fails to remedy such breach within ten (10) days after receiving written notice of such breach. By way of example and not limitation, Licensee breach of this Agreement includes: (i) delinquent payments or required documents or submission of any false report; (ii) failure to reasonably manage placement and pick-up of Micromobility Devices; and (iii) violation of any laws or regulations.

3. Immediate Termination. Without limitation on its other rights and remedies, Orange County may terminate this Agreement immediately upon notice to Licensee upon the occurrence of the second separate default by Licensee within any consecutive three-month period for any of the reasons specifically iterated in the previous paragraph. For purposes of this Section, any such notices shall be sent by the Directory or that person’s designee.

4. Automatic Termination. This Agreement shall immediately and automatically terminate, unless prohibited by applicable law, if: (i) the Licensee’s Permit is terminated or expires; or (ii) either party enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business, or any similar event under the law of any foreign jurisdiction.

ARTICLE III. TERMS AND CONDITIONS FOR USE OF ORANGE COUNTY RIGHT OF WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

1. License Agreement. Licensee shall at all times abide by the terms and conditions of this Agreement and comply with all requirements of the Micromobility Device Ordinance.

2. Micromobility Device Parking. All approved devices in Licensee's Fleet shall comply with Licensee's approved Parking Plan and with the following parking rules and restrictions when located in the Orange County ROW:

- a. Micromobility devices must be parked upright and stabilized with a kickstand when not in use.
- b. Micromobility devices must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic and/or access to:
 - i. Pedestrian ramps
 - ii. Building/property entrances
 - iii. Driveways
 - iv. Loading zones
 - v. Disability parking and transfer zones
 - vi. Transit stops
 - vii. Crosswalks
 - viii. Street furnishings (benches, parking meters, etc.)
 - ix. Sidewalk furnishing zones
 - x. Underground utility, sewer, or water facilities
 - xi. Sidewalk clear zones¹
- c. Orange County reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Micromobility Devices in specified areas and during specified events, and/or to direct users to specified designated parking areas. Licensee shall promptly (within 24 hours) comply with any and all geofencing requirements pursuant to a written or emailed request made

¹ The sidewalk clear zone is the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

by the Director. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee at no cost to Orange County.

- d. Licensee will be solely responsible for informing its customers as to proper parking of a Micromobility Device.
- e. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Micromobility Devices on private property, ROW, and public property not owned or controlled by Orange County including, without limitation, any area outside of the Licensee's designated Service Area(s).
- f. Orange County, in its sole discretion, may require Licensee to rebalance the distribution of Micromobility Devices in specified areas if deemed too dense or too sparse, or if doing so will help promote equitable access. Licensee will comply with all such requests no later than twenty-four (24) hours after notice from the Director or that person's designee.
- g. All Micromobility Devices must be disabled from public use daily, no later than 6:00 AM. Licensee shall be responsible for collecting and removing its Micromobility Devices from Orange County ROW. Micromobility Devices may not be redistributed prior to 4:00 A.M. or enabled for public use on Orange County ROW until 6:00 A.M. each day.
- h. Licensee and Licensee's employees, contractors and subcontractors shall place Micromobility Devices only in the locations identified in the attached Exhibit A.

3. Micromobility Device Operation, Licensee Operation, and Access to Fleet

- a. Orange County intends to treat Micromobility Devices in the same manner as traditional bicycles in regards to where they can be ridden and used on Orange County property.
- b. Micromobility Devices shall have a top speed of 10 miles per hour or less.
- c. Licensee will be required to provide the ability to regulate speed or stop motorized movement of Micromobility Devices in geofenced areas identified on Exhibit A as dismount zones, or other high-congestion locations.

4. Standards of Behavior and Conduct. Licensee agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Agreement:

- a. Licensee and its employees, contractors, contractor employees, subcontractors, and subcontractor employees will refrain from using foul, abusive, or profane language on Orange County ROW and property. Licensee shall enforce appropriate professionalism, discipline, and good order among their employees, contractors, contractor employees, subcontractors, and subcontractor employees at all times. Licensee's employees, contractors, contractor employees, subcontractors, and subcontractor employees shall have absolutely no contact outside of direct customer interaction with the public, other than administrative personnel or designated representatives, with the exception of emergency situations and/or Orange County Sheriff's Office. Licensee shall immediately remove from public ROW access any employee, contractor, contractor employee, subcontractor, or subcontractor employee for making any inappropriate religious, racial, sexual, or ethnic comment, statement, or gesture toward any other individual.
 - b. Licensee and its employees, contractors, contractor employees, subcontractors, and subcontractor employees shall wear an appropriate uniform identifying them as a representative of Licensee. Licensee shall issue corporate identification badges for all employees and subcontractors that display photograph, name and company name, and employees and subcontractors shall carry such identification while in or on Orange County ROW and property.
 - c. Orange County reserves the right to exclude or remove anyone from public right of way for noncompliance with this section.
 - d. Orange County may for any reason, without cost or penalty of any kind, request Licensee to remove an assigned employee from providing services under this Agreement and the Licensee shall comply with such a request immediately.
5. Micromobility Device Parking Complaints/Enforcement
- a. Licensee must provide Orange County with two (2) up-to-date, direct, local contacts for Licensee's Operation, including at least one (1) emergency contact available by phone 24 hours per day, 7 days per week.
 - b. Micromobility Device parking complaints shall be referred directly to Licensee for prompt (within one (1) hour) resolution by Licensee or Licensee's authorized representative. At Director's discretion, Licensee may be provided a limited

opportunity to address/respond by re-parking or relocating its noncompliant Micromobility Devices.²

- c. Licensee alone will be fully responsible for re-parking or relocating Micromobility Devices where a complaint has been received, or where Micromobility Devices are otherwise found to be in violation of parking rules stated herein.
- d. Orange County will not be responsible under this Agreement for monitoring Micromobility Device parking, or dumping on private property, or other public property not owned or controlled by Orange County, but Orange County may impound any Micromobility Device not parked in accordance with this Agreement³.
- e. Licensee will be solely responsible to third parties for addressing unauthorized Micromobility Devices dumped or left unattended on private property, or on other public property not owned or controlled by Orange County.
- f. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Micromobility Devices leaning against, blocking, dumped on, or left unattended on Orange County ROW and property, private property, and on other public property not owned or controlled by Orange County.
- g. If Orange County incurs any costs or damages arising out of Micromobility Device parking complaints, violations, or other related costs that are not otherwise recovered with Orange County's collection of an impoundment release charge, Licensee shall reimburse Orange County for such costs no later than thirty (30) days after receiving written or emailed notice.
- h. Licensee expressly understands that Orange County may impound any and all Micromobility Devices found by Orange County to be in violation of applicable laws and/or the terms of this License Agreement. Seizure and impoundment of Micromobility Devices may be exercised by Orange County with or without prior notice to Licensee.

² This provision will be exercised only in instances where, in Orange County's discretion, the public's safety and welfare will not be unduly compromised due to additional passage of time.

³ When doing so will not unduly burden the complaining third party, Orange County will refer such complaints to Licensee, and Licensee or Licensee's authorized representative will be provided a limited opportunity to remedy the complaint without further Orange County involvement.

- i. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as follows:
 - i. Initial impoundment fee of \$50 per device
 - ii. If not paid for and retrieved by Licensee within 24 hours of notice of impoundment, a \$20 storage fee per device, per day shall be added to the initial impoundment fee.
 - iii. If an impounded device is not picked up within 30 days of notice of impoundment, Orange County will consider it to be abandoned property and may dispose of it in accordance with applicable law.
 - j. In addition to applicable fees, including without limitation the aforementioned impoundment fee, Orange County may impose a penalty fee of \$100 per incident for any violation of this Agreement and/or of the Micromobility Device Ordinance, which penalty fee must be promptly paid by Licensee. Any failure by Licensee to timely pay any such penalty fee may be grounds for termination of this Agreement.
 - k. Any failure by Orange County to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.
6. Data Collection/Sharing. In accordance with the Micromobility Device Ordinance:
- a. Orange County will evaluate various aspects of the usage data shared by the Licensee with Orange County through monthly reporting, customer surveys, and Mobility Data Specification (MDS) Provider Application Program Interface (API).
 - b. Licensee understands and agrees that Orange County may rely upon a third-party researcher or consultant to evaluate various aspects of Licensee's Micromobility Device operations. Upon request, Licensee will directly share all data that is relevant to evaluating or enforcing the terms set forth in this Agreement with Orange County and any such third-party researcher.
 - c. Licensee agrees that it will provide any and all user and customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior and/or claims of civil liability against Orange County by persons using or riding a Micromobility Device. Notwithstanding any other provision to the contrary, this section (c) shall be deemed to include personally identifiable customer data.

- d. Licensee shall maintain, during the Term and for at least seven (7) years after expiration of this Agreement, a searchable database with detailed information for each device rented.
- e. Licensee shall, not later than sixty (60) days after the Effective Date, place a customer survey on its website or mobile application, or conduct such by email, in a form approved by the Director, and shall forward the results to the Director once every two months.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS

During the Term of this Agreement, Orange County shall receive \$1 compensation per day per active Micromobility Device under this Agreement. The payment terms shall be established by the Director and agreed to by Licensee prior to Orange County's execution of this Agreement.

ARTICLE V. REMEDIES.

In addition to the right of Orange County to terminate a license and/or impound devices, Orange County and Licensee shall be subject to the Remedies provisions contained in Article 35 of Contract # Y22-1016, which contract is directly related to this Agreement.

ARTICLE VI. REPRESENTATIONS AND GENERAL CONDITIONS

1. Ownership and Condition of Right of Way. This Agreement shall not be construed so as to transfer ownership or control of Orange County's Right of Way to Licensee, or to any other party. Orange County makes no representations or warranties concerning the condition of Orange County ROW, or its suitability for use by Licensee, its contractors, or customers.
2. Delegation of Power. This Agreement does not delegate or otherwise transfer Orange County's power to regulate Micromobility Devices and Licensee's Operation, and/or to enforce Orange County ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to Orange County enforcement against third parties and/or public compliance issues shall remain within Orange County's sole discretion.
3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the power of Orange County to adopt, amend, and enforce ordinances, resolutions, and policies.

4. Removal upon order. Licensee shall remove at once any or all Micromobility Devices and any other property owned or controlled by Licensee upon being ordered to do so by Orange County. Licensee shall be responsible for restoring Orange County Right of Way to its original condition, and Orange County shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the Orange County Right of Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Micromobility Devices or other property as ordered within a reasonable time period, Orange County may perform the removal or work at Licensee's cost and/or initiate a claim against Licensee.
5. Interest of Members of Orange County. Licensee agrees that no member of the Board of County Commissioner, officer, employee or agent of Orange County shall have any interest, financial or otherwise, direct or indirect, in the Agreement.
6. Equal Opportunity Statement. Licensee agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to civil rights and nondiscrimination.
7. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by applicable law, Licensee shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In addition, the Licensee shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars.

Licensee agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Licensee is not

intended to and shall not in any manner limit or qualify the liabilities assumed by Licensee under this contract. Licensee is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Licensee shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident.

Workers' Compensation - The Licensee shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. All policies shall include a waiver of subrogation in favor of Orange County, Florida. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Licensee using an employee leasing company shall complete the Leased Employee Affidavit.

1. Indemnification.

Licensee shall indemnify, defend, and hold harmless Orange County, and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which Orange County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits and/or actions of any kind or nature in the name of Orange County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Licensee shall expressly understand and agree that any insurance protection required by Orange County, the micromobility license agreement, or otherwise provided or secured by Licensee, shall in no way limit the responsibility to indemnify, defend, and hold harmless Orange County, its elected and appointed officials, employees, agents, and instrumentalities. The obligation to indemnify, defend, and hold harmless shall survive the revocation, termination, cancellation, or expiration of a license agreement. Licensee acknowledges that the issuance of this license is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by Licensee.

2. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of Orange County, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the Orange County. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the Orange County department contract manager designated herein.

3. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of Orange County; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Florida or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.
4. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to Orange County or its designees, at any time during normal business hours, as often as the Orange County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
5. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement:

For Orange County:

Director, Public Works Department
4200 South John Young Parkway
Orlando, FL 32839

With copies to:

Deputy Director, Public Works Department
4200 South John Young Parkway
Orlando, FL 32839

Manager, Traffic Engineering Division
4200 South John Young Parkway
Orlando, FL 32839

For Licensee:

With a copy to:

6. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

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IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

For the Licensee:

By: _____

Its: _____

For Orange County:

ORANGE COUNTY

By: _____

Its: _____

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Exhibit A

Designated Service Area(s), including Parking Areas

S:\RAlfonso\Micromobility and E-bikes\Orange County Micromobility License RA DRAFT 4 11-21-22 CLEAN updated 11-29-22.docx

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ORDINANCE NO. 2022- 07

AN ORDINANCE PERTAINING TO MICROMOBILITY DEVICES; CREATING ARTICLE VIII OF CHAPTER 35, ORANGE COUNTY CODE; PROVIDING PURPOSE, INTENT, AND APPLICABILITY; FINDINGS; DEFINITIONS; MICROMOBILITY DEVICE OPERATIONS; PROPOSALS; LICENSE AGREEMENT; TERMS; DELIVERY AND OPERATION OF MICROMOBILITY DEVICES; COMPANY RESPONSIBILITIES; MICROMOBILITY DEVICE OPERATIONAL REQUIREMENTS; MICROMOBILITY DEVICE REQUIREMENTS; PARKING REQUIREMENTS; IMPOUNDMENT; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. Creation of Article VIII, “Micromobility Devices”. Article VIII of Chapter 35 of the Orange County Code is hereby created and shall read as follows:

ARTICLE VIII

MICROMOBILITY DEVICES

Sec. 35-96. Purpose, intent, and applicability; findings.

(a) *Purpose, intent, and applicability.* The purpose and intent of this Article is to permit and regulate micromobility devices and micromobility device companies in the unincorporated areas of Orange County, Florida (the “County”). This Article does not apply to the operation of individually owned and operated motorized scooters, bicycles, and similar devices.

(b) *Findings.*

(1) The Orange County Board of County Commissioners (the “Board”) recognizes that the passage of Florida HB 453 (Chapter Number 2019-109) has expanded the rights of micromobility device operators within the state and expanded the areas where micromobility device riders may operate these devices

under Section 316.2128, Florida Statutes;

(2) Section 316.2128, Florida Statutes, provides that an operator of a micromobility device has the same rights and duties as an operator of a bicycle under certain circumstances, particularly with respect to the right to use the sidewalk and/or roadway;

(3) Section 316.2128, Florida Statutes, expressly reserves local authority and jurisdiction to regulate micromobility devices to the extent authorized by Section 316.008, Florida Statutes;

(4) Section 316.008(1)(a), Florida Statutes, authorizes local authorities to regulate or prohibit stopping, standing, or parking; Section 316.008(1)(h), Florida Statutes, authorizes local authorities to regulate the operation of bicycles; Section 316.008(1)(n), Florida Statutes, authorizes local authorities to prohibit or regulate the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic; and Section 316.008(7)(a), Florida Statutes, authorizes counties to adopt ordinances to permit, control, or regulate vehicles operating on sidewalks, including motorized scooters;

(5) Micromobility device companies are operating in many local government jurisdictions nationwide, including in the County, providing for reservation of micromobility devices via online application, website, or software;

(6) Micromobility devices may offer a viable and environmentally sustainable transportation option;

(7) In light of issues arising from the use of micromobility devices, and in consideration of community input, the Board finds that a comprehensive regulatory framework is necessary to mitigate the risks and dangers posed by micromobility devices within unincorporated areas of the County;

(8) The County strives to keep County rights-of-way compliant with the Americans with Disabilities Act (“ADA”) and other federal and state regulations; has adopted an ADA Transition Plan for public rights-of-way; and is committed to keeping the County accessible for persons with disabilities;

(9) Improperly parked micromobility devices may create dangerous conditions for pedestrians, bicyclists, transit users, and mobility-impaired individuals needing access and maneuverability for ADA devices and related needs; and

(10) The County has a significant interest in ensuring public safety and therefore finds it necessary to regulate micromobility devices in order to protect the general safety and welfare of the public, including pedestrians, bicyclists, micromobility device riders, and transit users, as well as motor

vehicle drivers and passengers.

Sec. 35-97. Definitions.

As used in this Article, the following words, terms, and phrases shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) *Bicycle* shall have the meaning ascribed to it in Section 316.003(4), Florida Statutes, as it may be amended.

(b) *Bicycle path* shall have the meaning ascribed to it in Section 316.003(6), Florida Statutes, as it may be amended.

(c) *Company* means a micromobility device provider that is a person, firm, corporation, or other legal entity that makes bicycles, scooters, and/or other micromobility devices available for immediate, self-service rental through an online application, website, or software for point to point trips.

(d) *Director* means the Orange County Director of Public Works or that person's designee, who shall administer this Article.

(e) *Electric bicycle* shall have the meaning ascribed to it in Section 316.003(23), Florida Statutes, as it may be amended.

(f) *Emergency Preparedness Plan* means a plan that details where a Company's micromobility devices will be located and the amount of time it will take to secure all micromobility devices when a tropical storm or hurricane warning has been issued by the National Weather Service.

(g) *Geofencing* means the use of Global Positioning Systems ("GPS") or Radio Frequency Identification ("RFID") technology to create a geographic boundary, enabling software to trigger a response when a mobile device or micromobility device enters or leaves a particular area.

(h) *Micromobility device* shall have the meaning ascribed to it in Section 316.003(41), Florida Statutes, as it may be amended.

(i) *Motorized scooter* (also referred to herein as "scooter") shall have the meaning ascribed to it in Section 316.003(48), Florida Statutes, as it may be amended.

(j) *Operations Plan* means a Company's plan of business operations that provides the specific Service Area(s) where devices will be utilized, including any areas required by the Director; information describing how devices will be managed within the Service Area(s); and plans showing how Rider and other public safety concerns will be addressed, including but not limited

to accessibility.

(k) *Parking Plan* means a plan that depicts the locations within which a Company requests uniform designated parking areas according to County specifications.

(l) *Program Administrator* means that person authorized by a Company to represent the Company in all communications with the County, and to promptly respond to all County questions or concerns.

(m) *Rebalancing* means the process by which micromobility devices are redistributed to ensure availability throughout the Service Area(s) and to prevent excessive buildup of micromobility devices at any particular location(s).

(n) *Rider* means the operator of a micromobility device.

(o) *Right-of-Way* shall have the meaning ascribed to it in Section 21-173 of the Orange County Code, as it may be amended, and means land in which the County owns the fee or has an easement devoted to, or required for, the use as a public road.

(p) *Roadway* shall have the meaning ascribed to it in Section 316.003(73), Florida Statutes, as it may be amended.

(q) *Safety Operational Analysis* shall mean the analysis conducted by a Company, based upon objective criteria, as determined by the Director and on file at the County's Public Works Department.

(r) *Sanitation Plan* means a plan that details daily sanitization and disinfection protocols and related education provided to staff and Riders.

(s) *Service Area(s)* means a specific geographic area or areas of unincorporated Orange County within which a Company's micromobility devices are authorized to operate under the terms of an approved license agreement with Orange County.

(t) *Sidewalk* shall have the meaning ascribed to it in Section 316.003(80), Florida Statutes, as it may be amended.

(u) *Staging* means the parking and rebalancing of micromobility devices within the public right-of-way.

(v) *Vehicle* shall have the meaning ascribed to it in Section 316.003(106), Florida Statutes, as it may be amended.

Sec. 35-98. Micromobility device operations in Orange County.

(a) The Board will review and may approve up to three (3) Companies to provide micromobility device services within one or more designated Service Area(s) of the County under license agreements.

(b) After such Board approval, only a Company that has been issued a license by the County will be allowed to stage and operate micromobility devices in County rights-of-way; any Company not so approved shall remove all of its devices from County rights-of-way no later than 10 days after such Board approval.

Sec. 35-99. Proposals.

(a) *Proposals.* A Company must respond to the County's Request for Proposals to be eligible to receive a license from the County before commencing micromobility device operations. The proposal form may be obtained on the County website or at the County Public Works Department Office located at 4200 S. John Young Parkway, Orlando, Florida, and must be submitted to the Director. Each proposal must:

(1) Be made on the form provided by the County; include all materials and documents required for a complete submittal; and, at a minimum, provide information necessary to confirm that the Company meets the requirements of this Article and otherwise complies with all applicable federal, state, and local laws, rules, and regulations;

(2) Include documentation confirming that the Company is a business organization duly authorized to conduct business in the State of Florida, together with a copy of the Company's local business tax certificate;

(3) Include an Operations Plan, Safety Operational Analysis, Emergency Preparedness Plan, Sanitation Plan, and Parking Plan, all as defined in Section 35-97;

(4) List any other jurisdictions in the United States in which the Company is currently providing micromobility devices; and

(5) Include any other requested information and/or documentation, as will be detailed in the County's Request for Proposals (the "RFP").

(b) *Notice of changes.* Any changes to information provided in a proposal must be promptly reported in writing to the Director or as otherwise indicated in the RFP.

Sec. 35-100. License agreement; term; requirements.

(a) *License agreement.* After Board approval of a Company's proposal, payment by the Company of the License Fee contemplated in Section 35-100(i), and prior to commencing micromobility device operations, the Company shall be required to execute a license agreement with the County in order to provide micromobility devices in the Company's Service Area(s) during the term of the agreement. The Company must pay the License Fee no later than 10 days after Board approval. In addition to the requirements of this Article, the Director may require special regulations and conditions of the license as he or she deems reasonably appropriate to protect the public health, safety, and welfare. All licenses shall be conditioned on the accuracy of and continued compliance with all material aspects of the proposal.

(b) *Term of license.* The Company's license will be for a term of one year and may be renewed for a maximum of two one-year terms by the Board. No later than ten (10) days after termination, expiration, or revocation of a license, the Company shall remove all its micromobility devices from the Service Area(s) and from the County rights-of-way.

(c) *Quantity of micromobility devices authorized by license agreement.* Each license, upon issuance, will be valid for the minimum and maximum number of Micromobility devices identified therein. Additionally, the Director may reduce or increase the number of authorized micromobility devices, as he or she deems necessary and appropriate.

(d) *Non-transferability and non-assignability.* A micromobility device license may not be transferred or assigned unless approved in writing in advance by the Director.

(e) *Revocation of license.* The Director may issue a notice to revoke a license if a Company violates this Article, any applicable law or regulation, or any material condition of the license or license agreement, subject to the revocation process outlined in the license agreement.

(f) *Liability insurance.* The Company shall maintain liability insurance to protect the interests of the Company and the County with limits and on forms and endorsements as specified by the County in the license agreement. The County shall be named as an additional insured on all liability policies. Nothing herein

constitutes a waiver of the County's sovereign immunity or of the provisions of Section 768.28, Florida Statutes.

(g) *Performance surety.* The Company shall submit to the Director a performance surety in form and amount acceptable to the County prior to the issuance of a license under this section.

(h) *Indemnification.* The Company shall indemnify, defend, and hold harmless the County and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which the County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Company shall expressly understand and agree that any insurance protection required by this Article, the micromobility license agreement, or otherwise provided or secured by a Company, shall in no way limit the responsibility to indemnify, defend, and hold harmless the County and its elected and appointed officials, employees, agents, and instrumentalities, as required by this Section. The obligation to indemnify, defend, and hold harmless shall survive the revocation, cancellation, or expiration of a license agreement. The Company shall acknowledge in the license agreement, which will include this indemnification in substantially the language provided by this Section, that the issuance of the license, is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the Company.

(i) *License Fee.* The Company shall pay a License Fee for the issuance and renewal of a license agreement in an amount established by the Board of County Commissioners from time to time, which shall be inclusive of the County's costs of installing required parking areas in the approved Parking Plan.

(j) *Micromobility Device Annual Fee.* The Company shall remit to the County an annual fee in an amount established by the Board of County Commissioners from time to time. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement;

oversight; construction and maintenance of micromobility device parking; sidewalk and bike path maintenance and construction; other active transportation maintenance activities; and/or active transportation street, sidewalk, and bike path improvements or studies that address micromobility device operations in the County.

Sec. 35-101. Delivery and operation of micromobility devices.

Micromobility devices authorized under a license shall be delivered and operational within the Company's Service Area(s) within sixty (60) days after issuance of the license; otherwise, the license shall automatically expire, and the Company must remove its micromobility devices no later than ten (10) days after such expiration. The Company shall keep, maintain, and operate the number of micromobility devices authorized by the license throughout the term of the license.

Sec. 35-102. Company responsibilities.

A Company shall comply with the following requirements during the term of its license agreement:

(a) *Compliance with Laws.* The Company shall comply with all applicable rules, regulations, and laws, including any additional rules and regulations promulgated by the Director.

(b) *Authorized Florida business.* The Company shall be a business organization authorized to conduct business in the State of Florida and shall maintain active organizational status with the State of Florida Division of Corporations.

(c) *Reimbursement to County.* Notwithstanding any penalty imposed on a Company for the Company's failure to comply with the terms of its license agreement, the Program, and/or this Ordinance, the Company shall promptly reimburse the County for costs incurred to address or abate any violations of this Article or costs incurred for the repair or maintenance of public property arising from the operations of the Company, via payment to the County no later than thirty (30) days after notice to the Company.

(d) *Safety classes.* The Company shall provide safety training classes to educate persons operating micromobility devices regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device, subject to the requirements outlined in the license agreement.

(e) *ADA Compliance.* The Company shall continuously and diligently monitor the locations of its micromobility devices to ensure compliance with ADA requirements in public areas.

(f) *Rebalancing, relocating, and removing micromobility devices.* The Company shall, in accordance with its license agreement:

(1) Promptly remove, rebalance, and/or relocate its micromobility devices no later than one (1) hour after receiving direction to do so by the Director.

(2) Upon the issuance of a tropical storm or hurricane warning by the National Weather Service for any part of Orange County, remove and safely store its fleet according to the Company's approved emergency preparedness plan.

(3) Upon notification by the Director of any upcoming significant event in its Service Area(s), coordinate with the County by submitting an event management plan to the County no later than seven (7) days before the planned event. If notified by the County's Traffic Engineering Division that a Maintenance of Traffic permit has been issued for construction in the Company's Service Area(s), the Company will modify operations as needed to ensure traffic safety.

(4) Continually monitor transit assets for rebalancing needs, such as SunRail stations, LYNX stations, and bus stops.

(5) Have the technology available to comply with the Director's requirements regarding geo-fencing.

(6) Have the technology available to comply with the Director's requirements regarding the portion or percentage of a Company's fleet that may be located in a particular part of a Service Area.

(g) *Data sharing.* The Company shall provide real-time or semi-real time micromobility device data in a format specified by the County or County's agent, in accordance with existing industry standards and the conditions of the license agreement.

(h) *Rental records.* The Company shall maintain, during the entire term of the license and for at least seven (7) years after any expiration or termination of the license, a searchable database with detailed information for each micromobility device rented.

(i) *Monthly reports.* In addition to the information referenced in subsection (i) above, the Company shall provide a monthly report to the Director by the fifth business day of each

month for the prior month, in form and content acceptable to the Director, as outlined in the license agreement.

(j) *Customer surveys.* No later than sixty (60) days after issuance of a license, the Company shall place a customer survey on its website or mobile application (“app”), or may conduct the survey by email, in a form approved by the County, and shall forward all results to the County every two months after posting the survey.

(k) *Age of Riders.* The Company shall not knowingly rent or lease any device to, or to be ridden by, a child who is under the age of 18.

(l) *Fixtures.* The Company shall not place or attach any fixtures, structures, or personal property, other than the subject micromobility device, in the public right-of-way.

(m) *Good standing.* The Company shall comply with the terms of the license agreement and this Article and shall maintain the license in good standing throughout the term of the license agreement.

(n) *Waiver/release.* The Company shall require and obtain each Rider’s executed consent of, and to, the approved waiver/release form prior to such Rider’s use of the Company’s micromobility devices. The Company will use the form as part of every rental of a micromobility device throughout the term of the license agreement.

(o) *Parking.* The Company shall, as and if applicable, install designated parking areas as depicted on County-approved Parking Plans per all applicable County and other technical specifications.

Sec. 35-103. Micromobility device operational requirements.

(a) The Company shall inform its Riders that they must comply with all applicable federal, state, and local rules, regulations, and laws, including any additional rules and regulations promulgated by the Director, including without limitation the following:

(1) Micromobility devices may be operated by Riders only in the County-approved Service Area(s).

(2) Micromobility devices shall travel at a speed of no more than ten (10) miles per hour.

(3) Micromobility devices may not be operated on any County roadway identified by the County as a heavily traveled street found to be incompatible with the normal and safe use of micromobility devices consistent with Section 316.008(1)(n), Florida Statutes.

(b) The Director shall have the authority to establish hours of operation as and when determined to be in the best interest of the public.

(c) The Board may modify or suspend micromobility device operations in the County rights-of-way in the event of a threat to the health, safety, or welfare of the public.

Sec. 35-104. Micromobility device requirements.

Micromobility devices shall comply with the following requirements:

(a) Micromobility devices shall be well-maintained and in good operating condition at all times and shall be built to withstand the effects of weather and constant use.

(b) Micromobility devices shall meet the specifications and safety requirements for micromobility devices under applicable federal and state law and shall be equipped as detailed in the license agreement.

(c) Micromobility devices must be rebalanced on a daily basis in the manner prescribed in the license agreement.

(d) Micromobility devices shall not display any third-party advertising.

(e) Every micromobility device shall be equipped with active global positioning system (GPS) technology.

(f) The following parking requirements shall apply:

(1) A micromobility device shall only be parked in designated areas approved by the County for such parking, upright, and in a manner that is compliant with the applicable provisions of the ADA and federal and state regulations and guidance for accessible public rights-of-way.

(2) A micromobility device shall not be parked in a manner that obstructs or interferes with pedestrian or vehicular traffic; in any manner that would restrict the movement of persons with disabilities; or in any manner that

presents a safety hazard or other legal concern, as detailed in the RFP.

(3) A micromobility device shall not be attached, secured, stored, or parked upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.

(4) Except as otherwise may be expressly allowed by the Director, any micromobility device parked on public property, in the same location, continuously for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes.

(5) A micromobility device parked in an incorrect or improper manner shall be re-parked, removed, and/or relocated by the Company within one (1) hour of receiving notification, or else be subject to impoundment in accordance with Section 35-105.

Sec. 35-105. Impoundment.

The County may seize and impound any micromobility device parked or being operated in violation of this Article. Without limiting the foregoing, the County may seize and impound any micromobility device that is visibly damaged or non-functional, blocking the public right-of-way, or located outside the Service Area. Such a micromobility device shall be released to the lawful owner after all impoundment and storage fees have been paid. Any micromobility device that remains unclaimed within the County for five (5) days or longer shall be subject to sale pursuant to the procedures for abandoned or lost property set forth in Section 705.103, Florida Statutes, as it may be amended, or by any other method allowed by the laws of the State of Florida.

Secs. 35-106 - 35-115. Reserved.

[Rest of page intentionally left blank]

Section 2. Effective date. This ordinance shall become effective on March 21, 2022.

ADOPTED THIS ____ DAY OF _____, 2022.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CONTRACT # Y22-1016

This Contract is made as of the ____ day of _____, 20## by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Micromobility Program, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 Revenue Paid to the County

A. The Contractor shall make payments to the County as stated n the Scope of Work.

ARTICLE 4 IRRIVOCABLE LETTER OF CREDIT

An ILC is required in the amount of twnty five thousand dollars (\$25,000) amount prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

- The ILC must be issued by a federally insured institution located in the State of Florida with a rating of AAA or higher by Barnes Financial Reports. To this end, the following web sites should be accessed:

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

1. Workers compensation subject to the statutory limits of the State of Florida.
2. The County retains the right to require additional insurance coverage in connection with the activities performed by the company under this article as may be determined by the County, considering the size of the fleet and other liability insurance related factors. Nothing herein constitutes a waiver of the County's sovereign immunity.
3. Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the permit by the Director or his or her designee.
4. The Certificate of Insurance for any insurance policy required by this section must be on file with the County, in a form acceptable to the Director, or his or her designee, prior to the issuance of a permit under this section.
5. Insurance required under this section must include a cancellation endorsement in which the insurance company is required to notify both the company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A micromobility company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the County, a certificate of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.
6. A company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the County.

Furthermore, the Company agrees to provide a waiver of transfer of rights of recovery, in favor of the County for the general liability policy as required herein. When required by the insurer or should a policy condition not permit the Company to enter into a pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree

to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and

control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 24 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 25 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 27 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 28 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 29 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 30 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 31 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 32 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 33 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 34 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 35 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 36 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 37 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 38 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Irrevocable Letter of Credit
- B. License Agreement

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date

January 24, 2023
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y22-1016-PD; ADDENDUM # 2
MICROMOBILITY PROGRAM

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~striketthrough~~.

Questions Submitted:

Questions and Answers:

- A.** 1. The County asks for a “Parking Plan” that “depicts the locations within which a Company requests uniform designated parking areas according to County specifications.” Due to the potentially large number of designated parking locations throughout unincorporated Orange County, we are concerned that a Service Area map with “pins” on every parking location may be both too zoomed out and too cluttered with “pins” to be illustrative or informative. Does the County have a preferred way for applicants to depict our requested parking locations? Would an explanation of our methodology in selecting parking locations together with one or two more detailed examples of selected areas including “pins” be sufficient?

Answer: No, the County does not have a preferred method. Yes an explanation will be sufficient.

2. The RFP states that there will be a “parking fee of \$1,000 per new parking area.” Is this the total fee per new parking area to be split between all operators, or is the fee \$1,000 per operator per new parking area? Can the County share with applicants what this fee will be used for (i.e., installation of physical infrastructure)? Would the County consider waiving this fee for parking areas that are created 100% by geofence and do not require physical infrastructure?

Answer: YES, DEPENDING ON THE CO-LOCATION AND THE NUMBER OF VENDORS NOT TO EXCEED A \$1,000.00 PER VENDOR.

3. The RFP asks applicants to propose a “Service Area(s).” Will applicants be bound by their proposed Service Area in their RFP response (potentially resulting in different Service Areas between different operators), or will the County and the selected operators collaboratively create a single Service Area after contract awards and prior to launch?

Answer: Yes the applicant will be bound by their proposed service area. It is possible to have some overlap in service areas.

4. We recognize that the City of Orlando has its own shared micromobility program that is separate from the program described in this RFP. If an operator is currently present in Orlando,

will riders be allowed to cross between the City and County service areas in a single ride (starting a ride in the City service area and ending the ride in the County service area, and vice versa)? While we have the ability to stop riders from crossing over the boundary, we believe it would be a much better rider experience to be able to do so.

Answer: THE INTENTION IS TO OPERATE-WITHIN THE RESPECTIVE AREAS IN UNINCORPATED ORANGE COUNTY ONLY.

5. If riders are allowed to ride between the service areas of the County and the City of Orlando, would the County be willing to ensure operators have flexibility regarding temporary fleet cap violations caused by Orlando riders ending rides in the County service area and thus causing an excess number of scooters in the County service area?

Answer: TO BE ABLE TO OPERATE WITH IN THE GEOFENCING, VENDORS PER ALLOTTED TIME WILL OPERATE, THE NUMBER OF SCOOTERS ALLOTTED PER ANY VENDORS.

B. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the RFP #Y22-120-KS remain the same.
- c. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

December 28, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y22-1016-PD; ADDENDUM # 1

MICROMOBILITY PROGRAM

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining and deletions via ~~strikethrough~~.

The Pre-Proposal meeting has been CHANGED FROM ~~Friday, January 13, 2023~~ to **Tuesday, January 17, 2023, 1:30 PM**, located at **Traffic Engineering Conference Room, 4200 S. John Young Parkway, Building 1, 3rd Floor**. Attendance is not mandatory but is encouraged.

- A.** The deadline to submit questions has been revised to Thursday, January 19, 2023, at 5:00 PM (local time).
- B.** The Proposal submission deadline has been CHANGED FROM Tuesday January 24 2023 to Tuesday, January 31, 2023, at 4:00 PM (local time).

C. ACKNOWLEDGEMENT OF ADDENDA

- a.** The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b.** All other terms and conditions of the RFP #Y22-120-KS remain the same.
- c.** Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm



NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y22-1016-PD, Micromobility Program
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

PROPOSAL SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, January 24, 2023**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

PRE-PROPOSALS CONFERENCE:

A **Non-Mandatory Pre-proposal Conference** will be held on **Friday, January 13, 2023, 1:30 PM**, located at **Traffic Engineering Conference Room, 4200 S. Joun Young Parkway, Building 1, 3rd Floor**. Attendance is not mandatory but is encouraged.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Contracting Agent at Perry.Davis@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Perry.Davis@ocfl.net, no later than 5:00 PM **Tuesday, January 17, 2023** to the attention of Perry Davis, Procurement Division, referencing the RFP number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>. Responses will be opened per the public meeting notice.

Offers by mail, hand-delivery, e-mail, telephone, or fax shall not be accepted. Proposals submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any offer. The submission deadline shall be scrupulously observed. It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may contact the Contracting Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

3. CONTRACT TERM

It is the intent of the County to enter into a one (1) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

4. MULTIPLE AWARD

The County reserves the right to make multiple awards based on the results of this RFP.

5. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.flair.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Workers compensation subject to the statutory limits of the State of Florida.

The County retains the right to require additional insurance coverage in connection with the activities performed by the company under this article as may be determined by the County, considering the size of the fleet and other liability insurance related factors. Nothing herein constitutes a waiver of the County's sovereign immunity.

Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the permit by the Director or his or her designee.

The Certificate of Insurance for any insurance policy required by this section must be on file with the County, in a form acceptable to the Director, or his or her designee, prior to the issuance of a permit under this section.

Insurance required under this section must include a cancellation endorsement in which the insurance company is required to notify both the company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A micromobility company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the County, a certificate of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.

A company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the County.

Furthermore, the Company agrees to provide a waiver of transfer of rights of recovery, in favor of the County for the general liability policy as required herein. When required by the insurer or should a policy condition not permit the Company to enter into a pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Indemnification

The Company shall indemnify, defend, and hold harmless the County, and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which the County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits and/or actions of any kind or nature in the name of the County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The Company shall expressly understand and agree that any insurance protection required by the County, the micromobility license agreement

, or otherwise provided or secured by a Company, shall in no way limit the responsibility to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and instrumentalities. The obligation to indemnify, defend, and hold harmless shall survive the revocation, termination, cancellation, or expiration of a license agreement. The Company shall acknowledge in the license agreement, which will include this indemnification, that the issuance of the license is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the Company.

7. IRREVOCABLE LETTER OF CREDIT

An ILC attachment A is required in the amount of \$25,000 (twentyfive thousand dollars) prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

The ILC must be issued by a federally insured institution located in the State of Florida with a rating of AAA or higher by Barnes Financial Reports. (form is attached)

8. POST AWARD MEETING

Within **SEVEN** (7) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

10. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

11. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

12. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

13. SEALED PROPOSALS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenw.com/portal/orangecountyfl>, prior to the submission deadline. Proposals will be opened and proposer names shall be disclosed per the public meeting notice.

14. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

15. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

16. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

Orange County Protest Procedures

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

17. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

18. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

19. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

20. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

21. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

22. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

23. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

24. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more

in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

25. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

26. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

27. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of

any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

**28. PUBLIC RECORDS COMPLIANCE
(APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

**PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635**

29. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

31. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

32. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

33. FEES PAYMENT TO THE COUNTY

Fees are to be paid to the County as defined in the Scope of Work and License Agreement.

34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

35. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 2
SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF SERVICES

Project Description

Orange County, Florida (“County”) seeks to enter into a license agreement with up to three (3) firms to implement and operate a successful on-demand micromobility device system (“System”). Each micromobility device company (“Company”) approved under the terms of this Request For Proposals shall provide and own all System equipment and meet all statutory and County criteria to operate a fleet of electric scooters and/or electric bicycles, which may be rented for short periods of time by the general public.

Proposals shall clearly state that the cost and responsibilities for all design, installation, operations, maintenance, insurance, and marketing to users will be borne and insured by the Company, which may submit individually or as part of a team. The proposal must clearly identify the Company’s sources of revenue streams, including implementation and collection of user fees, sponsorships, and any other revenue streams to cover capital and operating costs. The Company shall pay all associated fees required by the County, as detailed in the County’s micromobility ordinance (Ord. #2022- 07, adopted March 8, 2022, a copy of which is attached hereto Attachment C). The County’s Public Works Department will provide and maintain associated micromobility parking areas through assessment of fees to all Companies. The County will not provide any funding or financial support for the Companies or related costs, and proposals requesting, contemplating, or relying on County funding will not be considered.

Through this competitive selection process, the County may select up to three (3) Companies to serve as qualified System operators. A selected Company must enter into a License Agreement with, and receive a license from, the County before commencing micromobility device operations. Draft License agreement forms are included as attachment B. All micromobility devices shall be geo-fenced to be kept within the geographical service area(s) approved by the County (“Service Area(s)”).

Any micromobility-related licenses issued shall be issued for one (1) year in the name of the lead entity responsible for all operations of the permitted System. As System operators, Companies may subcontract with any other individual, firm, company or corporation to provide the full range of micromobility devices; however, a Company shall remain responsible for all obligations, actions, and inaction of its subcontractors.

Upon license issuance, Companies shall report and work directly with the Director, who shall be the System administrator for the County. The County reserves the right to amend regulations and/or suspend a Company’s operations at any time if deemed necessary by the County, in its sole discretion.

Definitions (as contained in Ordinance # 2022-07)

- (a) *Bicycle* shall have the meaning ascribed to it in Section 316.003(4), Florida Statutes, as it may be amended.
- (b) *Bicycle path* shall have the meaning ascribed to it in Section 316.003(6), Florida Statutes, as it may be amended.
- (c) *Company* means a micromobility device provider that is a person, firm, corporation, or other legal entity that makes bicycles, scooters, and/or other micromobility

devices available for immediate, self-service rental through an online application, website, or software for point to point trips.

- (d) *Director* means the Orange County Director of Public Works or that person's designee, who shall administer this Article.
- (e) *Electric bicycle* shall have the meaning ascribed to it in Section 316.003(23), Florida Statutes, as it may be amended.
- (f) *Emergency Preparedness Plan* means a plan that details where the micromobility devices will be located and the amount of time it will take to secure all micromobility devices when a tropical storm or hurricane warning has been issued by the National Weather Service.
- (g) *Geofencing* means the use of Global Positioning Systems ("GPS") or Radio Frequency Identification ("RFID") technology to create a geographic boundary, enabling software to trigger a response when a mobile device or micromobility device enters or leaves a particular area.
- (h) *Micromobility device* shall have the meaning ascribed to it in Section 316.003(41), Florida Statutes, as it may be amended.
- (i) *Motorized scooter* (also referred to herein as "scooter") shall have the meaning ascribed to it in Section 316.003(48), Florida Statutes, as it may be amended.
- (j) *Operations Plan* means a Company's plan of business operation that provides the specific geographic area where devices will be utilized, including any areas required by the Director ("Service Area"), information describing how devices will be managed within that Service Area, and plans showing how Rider and other public safety concerns will be addressed including but not limited to accessibility. The Operations Plan also must address how the Company will enforce the requirements of all applicable federal, state, and local laws, rules, and regulations with Riders.
- (k) *Parking Plan* means a plan that depicts the locations within which a Company requests uniform designated parking areas according to County specifications.
- (l) *Program Administrator* means that person authorized by a Company to represent the Company in all communications with the County, and to promptly respond to all County questions or concerns.
- (m) *Rebalancing* means the process by which micromobility devices are redistributed to ensure availability throughout a Service Area and to prevent excessive buildup of micromobility devices at any particular location(s).
- (n) *Rider* means the operator of a micromobility device.
- (o) *Right-of-Way* shall have the meaning ascribed to it in Section 21-173 of the Orange County Code, as it may be amended, and means land in which the County owns the fee or has an easement devoted to, or required for, the use as a public road.
- (p) *Roadway* shall have the meaning ascribed to it in Section 316.003(73), Florida Statutes, as it may be amended.
- (q) *Safety Operational Analysis* shall mean the analysis conducted by a Company, based upon objective criteria as determined by the Director and on file at the County's Public Works Department.

- (r) *Sanitation Plan* means a plan that details daily sanitation and disinfection protocols and related education provided to staff and Riders.
- (s) *Service Area* means a specific geographic area of unincorporated Orange County within which a Company's micromobility devices are authorized to operate under the terms of an approved license agreement with Orange County.
- (t) *Sidewalk* shall have the meaning ascribed to it in Section 316.003(80), Florida Statutes, as it may be amended.
- (u) *Staging* means the parking and rebalancing of micromobility devices within the public right-of-way.
- (v) *Vehicle* shall have the meaning ascribed to it in Section 316.003(106), Florida Statutes, as it may be amended.

License Agreement

Upon County approval of a Company's proposal, the Company shall be required to execute a license agreement with the County and pay a license fee in order to operate micromobility devices in the Company's Service Area during the term of the agreement.

The Director shall have the authority to approve license applications with the following requirements:

- (a) The Director may establish hours of operation as part of the license agreement. The Company shall ensure that its micromobility devices are not rented, ridden, or operated outside of any such designated hours of operation.
- (b) The Director may require that Service Area(s) include additional geographic areas, other than as proposed by the Company, to ensure safety, continuity, and/or equity, as a condition of the license agreement.
- (c) The Director may exclude certain micromobility devices from being rented or ridden in the interests of safety or public welfare.
- (d) The Director may issue a license with special regulations and conditions of operation as he or she deems reasonably appropriate to protect the public health, safety, and welfare.

The Director may revoke a license if the Company violates any applicable law, rule, or regulation, or any material condition of the license or license agreement, subject to the revocation process outlined in the license agreement.

All licenses shall be conditioned on the accuracy of and continued compliance with all material aspects of the application. A micromobility device license may not be transferred or assigned unless approved in writing in advance by the Director.

Term

Upon issuance, a license shall be valid for a period of one (1) year, unless revoked or terminated, pursuant to Subsection 35-100(b), Orange County Code. No later than ten (10) days after expiration, revocation, or termination of a license, the Company shall remove all its micromobility devices from the Service Area(s).

Quantity of Micromobility Devices

Each license, upon issuance, will be for a minimum of two hundred (200) micromobility devices and a maximum of five hundred (500) Micromobility devices. Based on the number of licenses

issued or anticipated to be issued, the Director may limit the number of micromobility devices authorized by a license to the minimum of two hundred (200) micromobility devices in order to maintain an overall maximum of fifteen hundred (1,500) micromobility devices in the unincorporated areas of the County.

The number of electric scooters, electric bicycles, or other micromobility device types allowable within a Company's approved allocation will be determined by the Director with Company input.

Each license will be issued subject to the Director's authority to direct any Company to reduce or increase the number and/or type of authorized micromobility devices approved under a license and to cap the allowable number of a Company's devices that may be deployed within an identified portion of the approved Service Area(s). The Company shall comply with any such required fleet adjustments within no more than twenty-four (24) hours.

The Company may submit a written request to the County to reduce or increase the number and/or type of authorized micromobility devices, which shall be comprised of the number and type of micromobility devices requested to be increased/decreased, operational data for the current fleet, and safety data on Company and System performance. The determination will be based on the Director's review of a Company's written analysis, as well as market needs, total number of micromobility devices deployed, device utilization, Company performance (including fee payment and any impoundment), public safety, seasonal and environmental conditions, and special events. The Director will issue a decision within fourteen (14) calendar days of submittal of a Company's request. The Director's decision is final and is not subject to further review or appeal.

Fees

Fee payment shall be made by check payable to the Orange County Board of County Commissioners, delivered to the Director, or via electronic means established by the County. If the payment due date falls on a weekend or a legal holiday, then payment shall be due the next business day. A Company's failure to make payment by this date will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay any fee required under the license agreement fee constitutes grounds for revocation of the license by the Director.

License Fee; Parking area fee

Upon the Company's receipt of notice from the Director that the Company's application for a license has been approved, the Company shall submit the applicable license fee to the County. The notice of application approval shall list the total license fee due from the Company and the due date for payment of the license fee. The fees to be assessed include a license fee of \$10,125.00 and parking fee of \$1,000 per new parking area, in accordance with the approved Parking Plan, for installation by the County.

Micromobility Device Fee

In addition to application and license fees, the Company shall remit to the County fee of one (\$1.00) dollar per day per micromobility device in the Company's fleet that is deployed and available for Rider use. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement, oversight, maintenance of micromobility device parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit micromobility device operations in the County.

The micromobility device fee shall be paid to the County every ninety (90) days, beginning ninety (90) days after the license is issued and within ten (10) days after expiration or revocation of the

license. Payment shall be made by check payable to the Orange County Board of County Commissioners, delivered to the Director, or via electronic means established by the County. If the payment due date falls on a weekend or a legal holiday, then payment shall be due the next business day. A Company's failure to make payment by this date will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay the micromobility device fee constitutes grounds for revocation of the license by the Director. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement, oversight, construction and maintenance of micromobility device parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit micromobility device operations in the County.

Impoundment and Storage Fees

The County may assess a Company impoundment and storage fees on a per- day/per- device basis for any violation of the County's ordinance or the license agreement, pursuant to Section 35-105, Orange County Code. A Company's failure to make payment by the due date established by the County will incur a penalty of five percent of the delinquent amount per month, not to exceed a total penalty of twenty-five (25) percent. A Company's failure to timely pay impoundment and storage fees constitutes grounds for revocation of the license by the Director.

Penalty Fees

The County may assess a Company a penalty fee of \$100 per incident per day for any violations of the County's ordinance or the license agreement. A Company's failure to make payment by the due date established by the County will incur a penalty of five percent (5%) of the delinquent amount per month, not to exceed a total penalty of twenty-five percent (25%). A Company's failure to timely pay penalty fees constitutes grounds for revocation of the license by the Director.

Micromobility Device Delivery and Operational Requirements

A Company's micromobility devices authorized under a license shall be delivered and operational within the Company's approved Service Area(s) within sixty (60) days after issuance of the license; otherwise, the license shall automatically expire, and the Company shall remove its micromobility devices no later than ten (10) calendar days after such expiration. A Company shall keep, maintain, and operate the number of micromobility devices authorized by the license throughout the term of the license.

Micromobility devices may not be operated on any County roadway identified by the County as a heavily traveled street found to be incompatible with the normal and safe use of micromobility devices consistent with Section 316.008(1)(n), Florida Statutes. The County will notify a Company of any operational restrictions on heavily-traveled streets within its Service Area(s) no later than seven (7) calendar days after County makes such determination.

Geofencing

The Company's Operations Plan shall identify all areas within a proposed Service Area that would be restricted from micromobility device operations and parking. The County reserves the right to request that additional areas be geofenced within a Service Area. The Company shall implement any such geofencing request within no more than 24 hours after receiving a written request from the Director.

As directed, the Company shall implement additional no-ride zones during special events, such as parades, walkathons, and other community events. The County may require that the Company have employees and/or staffing on site during special events to manage micromobility devices and their use.

Company Responsibilities

Each Company shall comply with the following requirements during the term of the license agreement:

- (a) The Company shall comply with all applicable federal, state, and local rules, regulations, and laws, including any additional rules and regulations promulgated by the Director and shall inform Riders that Riders must comply. The Company shall be responsible for enforcement of these requirements.
- (b) The Company shall be a business organization authorized to conduct business in the State of Florida and shall maintain active organizational status with the Florida Division of Corporations.
- (c) Notwithstanding any penalty imposed on a Company for the Company's failure to comply with the terms of its license agreement and/or the Orange County Ordinance, a Company shall promptly reimburse the County for costs incurred to address or abate any violations of Orange County Code or costs incurred for the repair or maintenance of public property arising from the operations of the Company, via payment to County no later than thirty (30) days after notice to the Company.
- (d) The Company shall, including through its mobile application, software application, and website, whichever may be applicable:
 1. Provide clear notification that Riders must operate micromobility devices in compliance with applicable state, local, and federal laws, rules, and regulations;
 2. Educate Riders regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device;
 3. Notify Riders that, unless otherwise prohibited, micromobility devices may be operated on streets, sidewalks, and sidewalk areas in a manner similar to bicycles;
 4. Notify Riders that micromobility devices are operated at a person's own risk, and no representation is made by the County as to the condition of any street, sidewalk, or sidewalk area;
 5. Notify Riders that micromobility devices shall at all times yield to pedestrians and shall give an audible signal before overtaking and passing a pedestrian;
 6. Notify Riders that the use of helmets while operating a micromobility device is strongly encouraged; and
 7. Provide an interface that allows Riders to notify the Company of an issue relating to safety or maintenance of a micromobility device.
 8. Provide incentives within the mobile application to support use of required parking areas, such as continuing to charge a fee for the ride until a device is parked in a designated area.

9. Provide these requirements and notifications in, at a minimum, English, Spanish, Haitian Creole, and Portuguese.

Safety Education

The Company shall provide safety training classes to educate persons operating micromobility devices regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device, subject to the requirements outlined in the license agreement.

1. The classes shall be offered to the general public a minimum of six (6) times per license year and geographically distributed throughout the approved Service Area(s).
2. The classes shall be evenly distributed throughout the year during the work week and on weekends, and offered free of charge, with both in-person and online attendance options.
3. Companies may hold joint training classes, which may be counted toward their individual safety class total required under this subsection.
4. The Company shall document and report attendance to the County for each class.
5. The classes shall be offered in, at a minimum, English, Spanish, and Haitian Creole, in accordance with the County's adopted Limited English Proficiency Plan, on file with the County's designated Title VI Coordinator listed on the County's web site, regarding the rules, regulations, and laws applicable to riding, operating, and parking a micromobility device.

Rebalancing, Relocating, and Removing Devices

The Company shall, in accordance with its license agreement:

- (a) Rebalance micromobility devices on a daily basis in the manner prescribed in the license agreement, including rebalancing devices that have not been used in twenty-four (24) hours.
- (b) Promptly remove, rebalance, and/or relocate devices no later than one (1) hour after receiving direction to do so by the Director.
- (c) Remove and safely store its fleet according to the Company's approved Emergency Preparedness Plan upon the issuance of a tropical storm or hurricane warning for any part of Orange County.
- (d) Coordinate with the County upon notification by the Director of any upcoming significant event in its Service Area(s) by submitting an Event Management Plan to the County no later than seven (7) days before the planned event.
- (e) Modify operations as needed to ensure traffic safety if notified by the County's Traffic Engineering Division that a Maintenance of Traffic permit has been issued for construction in the Company's Service Area(s).
- (f) Continually monitor transit assets for rebalancing needs, such as SunRail stations and LYNX stations and bus stops.
- (g) Continuously and diligently monitor the locations of its micromobility devices to ensure compliance with ADA requirements in public areas and promptly remove any micromobility devices that create non-compliance issues.

- (h) Have the technology available to operate and/or implement the Director's requirements regarding geo-fencing.
- (i) Have the technology available to operate and/or implement the Director's requirements regarding the portion or percentage of a Company's fleet that may be located in a particular part of a Service Area.

Data Sharing

The Company shall have the responsibility under its license agreement to share data with the County, which will include, but not be limited to, the following provisions and terms.

- (a) The Company shall provide real-time micromobility device data in a format specified by the County, in accordance with existing industry standards and the conditions of the license agreement. The County reserves the right to use a third-party data aggregator and auditing service.
- (b) The data categories that each Company shall share with the County shall be listed on the license. The County may require additional categories of data from the Company, which additional categories shall become part of the license and which data shall be provided no later than ten (10) days after receiving the County's written notice to the Company.
- (c) The County reserves the right to share information with other government or public agencies in the interest of public health, safety, and welfare.
- (d) The County reserves the right to require the Company to undergo an audit, strictly limited to the information provided in the data categories specified by the County in the license, to be performed by a third-party vendor of the County's choosing as a condition of the license, to ensure the data provided by the Company is accurate and transparent.
- (e) The County shall have the right to use all data provided by the Company, including but not limited to, displaying real-time data and device availability data to the public through publicly available portals and websites.

Rental Database

The Company shall maintain, during the entire term of the license, a searchable database with the following information for each micromobility device rented:

1. Name, address, and mobile phone number of the person who rented the micromobility device;
2. Date, time, and duration ("rental period") of each person's rental of a micromobility device;
3. Route taken during the rental period; and
4. Location of the micromobility device at any particular time during the rental period.

The Company will not be required to share this data with the County as part of the Company's operations under the license.

Monthly Reports

Each Company shall provide a monthly report to the Director by the fifth (5th) business day of each month for the prior month, in form and content acceptable to the Director, as outlined in the license agreement. The report shall include the following minimum information:

- (a) The Company's total number of Riders in its Service Area.
- (b) Number of rides, time per ride, and miles travelled.
- (c) Total number of active micromobility devices in the fleet.
- (d) A heat map of micromobility trips that clearly depicts high ridership routes and top destinations.
- (e) The number and type of maintenance requests.
- (f) Customer service information, such as complaints, notification of equipment failures, and requests to remove micromobility devices from public or private property.
- (g) An assessment of any environmental impacts.
- (h) Crash data that includes the following information for each crash in which the Company's Micromobility device was involved during the reporting period:
 - 1. Crash date;
 - 2. Crash time;
 - 3. Crash street and intersecting street(s);
 - 4. Crash type (e.g., rear end, sideswipe, other);
 - 5. Number of vehicles and devices involved;
 - 6. Number of motorists and non-motorists affected;
 - 7. Number of fatalities;
 - h. Number of injuries;
 - i. Condition of device after crash;
 - j. Whether a police report was filed and report number (if filed); and
 - k. Any corrective actions taken by the Company.

Age of Riders

The Company shall not knowingly rent or lease any device to, or to be ridden by, a child who is under the age of 18 years old. The Company's mobile application shall require all Riders to show or scan photographic identification, which shall be a driver's license, a state identification, or a passport, which must indicate that every Rider is at least eighteen (18) years old.

Other Terms

The Company shall not place or attach any fixtures, structures, or personal property, other than the subject micromobility device, in the public right-of-way.

The Company shall comply with the terms of the license agreement and shall maintain the license in good standing throughout the term of the license agreement.

The Company shall require and obtain each Rider's executed consent of, and to, the approved waiver/release form prior to such Rider's use of the Company's micromobility devices. The Company shall use the form as part of every rental of a micromobility device throughout the term of the license agreement.

The Company shall survey Riders to identify travel behavior and potential safety issues, as requested by the Director. Rider surveys will not exceed four (4) surveys per year.

Micromobility Devices

Specifications

Micromobility devices shall comply with the following requirements:

- (a) Devices shall be well-maintained and in good operating condition at all times and shall be built to withstand the effects of weather and constant use.
- (b) Devices shall meet the specifications and safety requirements for micromobility devices under applicable federal and state law and shall be equipped as detailed in the license agreement.
- (c) Devices shall be equipped with a minimum of nine (9) inch wheels and a horn or bell or other such signaling device by which to audibly warn pedestrians.
- (d) Devices shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear and that meet applicable laws, rules, and regulations.
- (e) Devices shall be equipped with active global positioning system (GPS) technology.
- (f) Devices shall have a governor or other such mechanism that, when activated, limits the device to a speed of no more than ten (10) miles per hour.
- (g) Devices shall prominently display the Company's legal name and a telephone number for a Rider to contact the Company for customer support twenty-four (24) hours a day, seven (7) days a week. Lettering/numbers/images shall be at least three (3) inches in height. Any contact instructions shall be provided, at a minimum, in English, Spanish, Haitian Creole, and Portuguese.
- (h) Each device shall have a unique device identification number.
- (i) Devices shall not display any third-party advertising.
- (j) Devices shall otherwise meet the specifications and safety requirements for micromobility devices under applicable federal and state laws.

Parking Requirements

The Company shall geofence all designated parking areas approved under the Parking Plan and that may be added to the System by the County at its discretion. The Company shall integrate any geofenced parking into their System within 24 hours of written notification from the Director.

The Company shall ensure that all micromobility devices are compliant with parking requirements of the license agreement at all times.

- (a) Micromobility devices shall only be parked in designated areas approved by the County for such parking, upright, and in a manner that is compliant with the applicable provisions of the Americans with Disabilities Act of 1990 and federal and state regulations and guidance for accessible public rights-of-way.

- (b) A micromobility device shall not be parked in a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp or curb ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement of persons with disabilities; or in any manner that presents a safety hazard or other legal concern.
- (c) A micromobility device shall not be parked in a manner that impedes normal and reasonable pedestrian access on a sidewalk or pedestrian path, or in any manner that would reduce the minimum clear width of a sidewalk or pedestrian path to less than four feet.
- (d) A micromobility device shall not be parked:
 - (1) Within a motor vehicle parking space not designed for micromobility device use or in accessible parking spaces or prohibited parking zones;
 - (2) Upon or within a bicycle rack;
 - (3) On any private property without the permission of the owner; or
 - (4) In a manner that blocks:
 - a. Fire hydrants, call boxes or other emergency facilities;
 - b. Transit facilities and transit stops, particularly the boarding and alighting areas;
 - c. Loading spaces or zones;
 - d. Passenger loading spaces or zones, or valet parking service areas;
 - e. Railroad tracks or crossings;
 - f. Street furniture that requires pedestrian access (for example, benches, parking pay stations, mailboxes, parcel lockers, and bicycle/news racks);
 - g. Building entryways; and/or
 - h. Vehicular driveways.
- (e) A micromobility device shall not be attached, secured, stored, or parked upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.
- (f) Except as otherwise may be expressly allowed by the Director, micromobility devices parked on public property continuously for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes, as may be amended.
- (g) Micromobility devices parked in an incorrect or improper manner shall be re-parked, removed, and/or relocated by the Company within one (1) hour of receiving notification, or else be subject to impoundment in accordance with Section 35-105, Orange County Code, as may be amended.

Penalties

The County reserves the right to assess penalty fees for non-compliance with Orange County Code or the license agreement, such as a Company's devices parking outside of designated parking areas or rides outside of the County-approved Service Area.

The County, or a third-party vendor retained by the County to perform micromobility-related services, may seize and impound any micromobility device, with or without notice to the Company, that is:

1. Parked or being operated in violation of Orange County Code or the license agreement;
2. Visibly damaged or non-functional;
3. Blocking the public right-of-way; and/or
4. Located outside the County-approved Service Area.

The County will notify the Company that a micromobility device has been removed and is in storage, within twenty-four (24) hours, for the Company's retrieval from storage, Monday through Friday during regular business hours. The County will release the micromobility device to the Company after all impoundment and storage fees have been paid.

Any micromobility device that remains unclaimed within the County for five days or longer shall be subject to sale pursuant to the procedures for abandoned or lost property set forth in Section 705.103, Florida Statutes, as may be amended, or by any other method allowed by the laws of the State of Florida.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Purchasing.Agent@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

PRE-REQUISITE REQUIREMENTS

NON-MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a **Pre-Proposal Conference A Non-Mandatory Pre-proposal Conference** will be held on **Friday, January 13, 2023, 1:30 PM**, located at **Traffic Engineering Conference Room, 4200 S. Joun Young Parkway, Building 1, 3rd Floor**. Attendance is not mandatory but is encouraged.

At that time, the County's representative will be available to answer questions relative to this Request for Proposals. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Request for Proposals.

Prospective proposers are encouraged to bring all equipment necessary to perform their inspection of the project site. Any equipment provided by Orange County should be thoroughly inspected by the proposer and is used at the proposer's sole cost and expense. All proposers using County-provided equipment will be required to sign the pre-proposal release. No one under eighteen years of age will be permitted to participate in the pre-proposal inspection.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

TAB 1. Experience

The Company, in submitting a proposal, shall adequately demonstrate it can satisfy each of the following minimum requirements:

- (a) Be an established legal entity for a minimum of one (1) year as a business with the same Federal Employee Identification Number;
- (b) Be an active corporation registered with the State of Florida Department of State, Division of Corporations;
- (c) Have a program administrator with a minimum of one (1) year of experience in the provision of motorized electric scooter and/or bicycle sharing micromobility systems;
- (d) Have provided similar services for at least three (3) governmental entities within the past three years;

- (e) Provide sufficient telephone service, including toll-free and local service 24 hours per day, to handle inquiries directly from the public and Orange County representatives;
- (f) Provide customer service and enrollment assistance in, at a minimum, English, Spanish, Haitian Creole, and Portuguese, through its own staffing or assistance from translation services.
 - A. Provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required consulting services.
 - B. Identify staff experience working with governmental entities and list those projects.
 - C. List at least five (5) references, with a minimum of two (2) from governmental entity experience, for which the Proposer has performed work similar in scope and magnitude including the contact name, address, email address, telephone number and date of the contract.
 - D. Provide the following, the Company's general statement of experience with similar projects, especially in Florida; evaluation of staff experience and qualifications; organizational structure and how it relates to the requirements of the RFP; company resources and financial stability; demonstrated knowledge specific to the Orange County market.

TAB 2. Operations Plan

- A. Provide a brief description of the Proposer's approach to the project.
- B. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.
- C. Proposer shall provide the Company's plan for service provision and device management within their proposed Service Area(s); evaluation of proposed staffing and ability to address rebalancing and operational needs outlined in the RFP; micromobility device specifications and staging; responsiveness to complaints; provision of customer service and enrollment assistance; and enforcement of rental terms and all applicable laws and regulations with Riders.

TAB 3. Other Plans

Propoosser shall provide the Company's required Parking Plan, Sanitation Plan, and other operational considerations outlined in the RFP, such as event management, emergency preparedness, how to involvle local small and or M/WBE firms and any Company-proposed provisions for equity and accessibility.

TAB 4. Safety and Operational Analysis

Proposser shall provide the Company's proposed Safety Operational Analysis demonstrating the ability to operate safety on the County's transportation network within the proposed Service Area(s), including roadway characteristics

(including posted speeds); sidewalk locations/widths; traffic volumes and crash data; ADA compliance; transit stops; and roadway/pedestrian lighting.

TAB 5. Mobile Application and Safety Education

Proposer shall provide their Company's plan for ensuring customer compliance with parking and other requirements of the RFP; safety trainings and other education for Riders; and ability to meet related requirements of the RFP.

TAB 6. Data Sharing and Geofencing

Proposer shall provide the Company's plan to detail their ability to ensure safety and compatibility of operations using geofencing; ability to enforce location-based regulations for operations only with the proposed Service Area; ability to restrict operations on heavily traveled streets as defined by the County; ability to enforce and incentivize parking requirements and required use of designated parking areas; and ability to respond to data sharing requests and provide required monthly reporting.

TAB 7. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.
- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Section 3, Proposal Submission Requirements and Documentation | Page 16

Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 8. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Experience	20
Operations Plan	25
Other Plans	10
Safety Operational Analysis	15
Mobile Application and Safety Education	10
Data Sharing and Geofencing	10
Location	10
<hr/>	
TOTAL	100

**SECTION 5
ATTACHMENTS**

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. **CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. 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.
2. 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide 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 Florida Statute 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y22-1016-PD

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Proposer:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Proposer's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ___ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Proposer

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM**
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the proposer, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the proposer, offeror, quoter, respondent, and, if applicable, the authorized agent of the proposer, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No___

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means “a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4).” (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be “expenditures.” (See Section 2-354, Orange County Code.)

Lobbying means seeking “to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC],” and “include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic.” (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating “directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

LOCATION FORM

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONTRACTOR

**PERCENTAGE OF
WORK ASSIGNED**

1.	Name:	_____		%	
	Address:	_____	City: _____	County: _____	State/Zip: _____
2.	Name:	_____			%
	Address:	_____	City: _____	County: _____	State/Zip: _____
3.	Name:	_____			%
	Address:	_____	City: _____	County: _____	State/Zip: _____
4.	Name:	_____			%
	Address:	_____	City: _____	County: _____	State/Zip: _____

SUBCONTRACTOR / SUBCONTRACTOR

1.	Name:	_____		%	
	Address:	_____	City: _____	County: _____	State/Zip: _____
2.	Name:	_____			%
	Address:	_____	City: _____	County: _____	State/Zip: _____
3.	Name:	_____			%
	Address:	_____	City: _____	County: _____	State/Zip: _____
4.	Name:	_____			%
	Address:	_____	City: _____	County: _____	State/Zip: _____

Total Percentage (**Must Equal 100%**) _____ %
(Use additional pages if necessary)

AGENT AUTHORIZATION FORM

I/We, (Print Proposer name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Proposer

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

6. Provide a copy of the formal written and executed Joint Venture agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Irrevocable Letter of Credit (ILC) Attachment A

An ILC is required for in the amount of \$25,000 (twentyfive thousand dollars) prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

The following format shall be used by the issuing financial institution to create an ILC:

(Issuing Financial Institutions Letterhead or Name and Address)

ISSUE DATE _____

IRREVOCABLE LETTER OF CREDIT NO. _____

ACCOUNT PARTY'S NAME _____

ACCOUNT PARTY'S ADDRESS _____

TO: Orange County Board of County Commissioners
400 E. South Street, 2nd Floor
P.O. Box 1393
Orlando, FL 32802

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution] office at [issuing financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.
2. We hereby undertake to honor your sight draft(s) drawn on the issuing financial institution for all or any part of this credit if presented with this Letter of Credit at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date we notify you by certified mail that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party by the same means of delivery.
4. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500.
5. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

For the purposes of this ILC, notices to Orange County shall be provided to:

Orange County Government
Manager, Purchasing and Contracts Division
P.O. Box 1393
400 E. South Street, 2nd Floor
Orlando, FL 32802

To draw on an ILC, the following format shall be used for a sight draft:

SIGHT DRAFT

(City, State)

Date _____

(Name and Address of Financial Institution)

Pay to the Order of Orange County Board of County Commissioners

The Sum of United States \$ _____

This draft is drawn under Irrevocable Letter of Credit No. _____

Orange County Board of County Commissioners

BY: _____

**LICENSE AGREEMENT
FOR MICROMOBILITY DEVICE
OPERATIONS IN ORANGE COUNTY, FLORIDA**

This license agreement (the “**AGREEMENT**”), made as of the ___ day of _____, XXXX (“Effective Date”) by and between Orange County, a charter county and political subdivision of the State of Florida (herein called “Orange County”) and _____ [Name of Provider], a _____ [type of entity, state of incorporation] (herein called “Licensee”) (collectively, “Parties”).

WHEREAS, the term “Micromobility Device” is defined in Section 316.003(41), Florida Statutes, as may be amended, and includes motorized scooters (“E-Scooters”), as defined in Section 316.003(48), Florida Statutes; and

WHEREAS, Licensee provides commercial, motorized Micromobility Devices intended or equipped for shared use by paying consumers (“Licensee’s Micromobility Devices”); and

WHEREAS, Licensee has been selected to conduct the business of Micromobility Device sharing operations within the boundaries of Orange County (“Licensee’s Operation”); and

WHEREAS, Orange County-sanctioned Micromobility Device sharing operations have not previously operated on Orange County property; and

WHEREAS, allowing Micromobility Device sharing operations to exist in Orange County rights-of-way (“ROW”) will promote the public’s health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

WHEREAS, Micromobility Device sharing has the potential to help achieve Orange County’s goals around transportation mode sharing, equitable access, physical and environmental health, and climate change; and

WHEREAS, Orange County must balance the benefits of Micromobility Device sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

WHEREAS, during the term of this Agreement, Orange County will examine Micromobility Device sharing operations, and allow the use of Orange County ROW by the Licensee, subject to the terms and conditions set forth herein; and

WHEREAS, any capitalized term not defined herein shall have the meaning ascribed to it in Article VIII, Chapter 35, Orange County Code (the “Micromobility Device Ordinance”); and

WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize Orange County ROW during the term of this Agreement for operation of the number of devices in Licensee’s Fleet approved by the Director.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

ARTICLE I. USE OF ORANGE COUNTY RIGHTS-OF-WAY

1. Authorization. Orange County hereby grants a revocable, non-exclusive license to Licensee to implement Licensee’s Operation within Licensee’s designated Service Area(s), as depicted in Exhibit “A”, attached hereto and incorporated herein, during the term of this Agreement, subject to all of the terms and conditions set forth herein, in compliance with Article VIII of Chapter 35, Orange County Code. This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the public right of way or other Orange County property.

2. Understandings. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contractors the ability to exclude, or prohibit others from using, the Orange County ROW. Licensee further understands and agrees that Orange County’s uses, needs, and obligations shall at all times supersede Licensee’s privileges under this Agreement.

3. Orange County Rules. It is Licensee’s and its contractors’ obligation to become aware of and understand all Orange County rules and regulations related to the operation of Licensee’s business on public right of way, including without limitation, those related to rules of the road, parking, non-smoking, nondiscrimination, and non-harassment. Orange County reserves the right to remove any Licensee employee or subcontractor from public right of way for a violation of such rules.

4. Temporary Suspension. Orange County, in its sole discretion, may temporarily suspend the license granted in this section upon a significant weather event or other emergency, or any other significant event or occurrence that alters or causes Orange County to alter the everyday business activities of Orange County. Such a temporary suspension shall begin

immediately upon notice and shall continue until the circumstances that created the need for the suspension have ceased, as determined by the Director.

5. Additional terms. In accordance with Subsection 35-100(a) of the Micromobility Device Ordinance, Licensee expressly understands and agrees that the Director may require special regulations and conditions as s/he deems reasonably appropriate to protect the public health, safety, and welfare.

ARTICLE II. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence on the Effective Date and continue FOR ONE CALENDAR YEAR, UNTIL _____, 2023 (“Term”). The Agreement will terminate at the end of the Term unless the parties mutually agree to renew this agreement in writing AND SUCH RENEWAL IS APPROVED AND EXECUTED BY THE BOARD OF COUNTY COMMISSIONERS.

2. Termination; Revocation. Pursuant to Section 35-100(e), Orange County Code, Orange County may terminate this Agreement and revoke Licensee’s license, upon written notice, if Licensee commits any breach and fails to remedy such breach within ten (10) days after receiving written notice of such breach. By way of example and not limitation, Licensee breach of this Agreement includes: (i) delinquent payments or required documents or submission of any false report; (ii) failure to reasonably manage placement and pick-up of Micromobility Devices; and (iii) violation of any laws or regulations.

3. Immediate Termination. Without limitation on its other rights and remedies, Orange County may terminate this Agreement immediately upon notice to Licensee upon the occurrence of the second separate default by Licensee within any consecutive three-month period for any of the reasons specifically iterated in the previous paragraph. For purposes of this Section, any such notices shall be sent by the Directory or that person’s designee.

4. Automatic Termination. This Agreement shall immediately and automatically terminate, unless prohibited by applicable law, if: (i) the Licensee’s Permit is terminated or expires; or (ii) either party enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business, or any similar event under the law of any foreign jurisdiction.

ARTICLE III. TERMS AND CONDITIONS FOR USE OF ORANGE COUNTY RIGHT OF WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

1. License Agreement. Licensee shall at all times abide by the terms and conditions of this Agreement and comply with all requirements of the Micromobility Device Ordinance.

2. Micromobility Device Parking. All approved devices in Licensee's Fleet shall comply with Licensee's approved Parking Plan and with the following parking rules and restrictions when located in the Orange County ROW:

- a. Micromobility devices must be parked upright and stabilized with a kickstand when not in use.
- b. Micromobility devices must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic and/or access to:
 - i. Pedestrian ramps
 - ii. Building/property entrances
 - iii. Driveways
 - iv. Loading zones
 - v. Disability parking and transfer zones
 - vi. Transit stops
 - vii. Crosswalks
 - viii. Street furnishings (benches, parking meters, etc.)
 - ix. Sidewalk furnishing zones
 - x. Underground utility, sewer, or water facilities
 - xi. Sidewalk clear zones¹
- c. Orange County reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Micromobility Devices in specified areas and during specified events, and/or to direct users to specified designated parking areas. Licensee shall promptly (within 24 hours) comply with any and all geofencing requirements pursuant to a written or emailed request made

¹ The sidewalk clear zone is the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

by the Director. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee at no cost to Orange County.

- d. Licensee will be solely responsible for informing its customers as to proper parking of a Micromobility Device.
- e. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Micromobility Devices on private property, ROW, and public property not owned or controlled by Orange County including, without limitation, any area outside of the Licensee's designated Service Area(s).
- f. Orange County, in its sole discretion, may require Licensee to rebalance the distribution of Micromobility Devices in specified areas if deemed too dense or too sparse, or if doing so will help promote equitable access. Licensee will comply with all such requests no later than twenty-four (24) hours after notice from the Director or that person's designee.
- g. All Micromobility Devices must be disabled from public use daily, no later than 6:00 AM. Licensee shall be responsible for collecting and removing its Micromobility Devices from Orange County ROW. Micromobility Devices may not be redistributed prior to 4:00 A.M. or enabled for public use on Orange County ROW until 6:00 A.M. each day.
- h. Licensee and Licensee's employees, contractors and subcontractors shall place Micromobility Devices only in the locations identified in the attached Exhibit A.

3. Micromobility Device Operation, Licensee Operation, and Access to Fleet

- a. Orange County intends to treat Micromobility Devices in the same manner as traditional bicycles in regards to where they can be ridden and used on Orange County property.
- b. Micromobility Devices shall have a top speed of 10 miles per hour or less.
- c. Licensee will be required to provide the ability to regulate speed or stop motorized movement of Micromobility Devices in geofenced areas identified on Exhibit A as dismount zones, or other high-congestion locations.

4. Standards of Behavior and Conduct. Licensee agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Agreement:

- a. Licensee and its employees, contractors, contractor employees, subcontractors, and subcontractor employees will refrain from using foul, abusive, or profane language on Orange County ROW and property. Licensee shall enforce appropriate professionalism, discipline, and good order among their employees, contractors, contractor employees, subcontractors, and subcontractor employees at all times. Licensee's employees, contractors, contractor employees, subcontractors, and subcontractor employees shall have absolutely no contact outside of direct customer interaction with the public, other than administrative personnel or designated representatives, with the exception of emergency situations and/or Orange County Sheriff's Office. Licensee shall immediately remove from public ROW access any employee, contractor, contractor employee, subcontractor, or subcontractor employee for making any inappropriate religious, racial, sexual, or ethnic comment, statement, or gesture toward any other individual.
 - b. Licensee and its employees, contractors, contractor employees, subcontractors, and subcontractor employees shall wear an appropriate uniform identifying them as a representative of Licensee. Licensee shall issue corporate identification badges for all employees and subcontractors that display photograph, name and company name, and employees and subcontractors shall carry such identification while in or on Orange County ROW and property.
 - c. Orange County reserves the right to exclude or remove anyone from public right of way for noncompliance with this section.
 - d. Orange County may for any reason, without cost or penalty of any kind, request Licensee to remove an assigned employee from providing services under this Agreement and the Licensee shall comply with such a request immediately.
5. Micromobility Device Parking Complaints/Enforcement
- a. Licensee must provide Orange County with two (2) up-to-date, direct, local contacts for Licensee's Operation, including at least one (1) emergency contact available by phone 24 hours per day, 7 days per week.
 - b. Micromobility Device parking complaints shall be referred directly to Licensee for prompt (within one (1) hour) resolution by Licensee or Licensee's authorized representative. At Director's discretion, Licensee may be provided a limited

opportunity to address/respond by re-parking or relocating its noncompliant Micromobility Devices.²

- c. Licensee alone will be fully responsible for re-parking or relocating Micromobility Devices where a complaint has been received, or where Micromobility Devices are otherwise found to be in violation of parking rules stated herein.
- d. Orange County will not be responsible under this Agreement for monitoring Micromobility Device parking, or dumping on private property, or other public property not owned or controlled by Orange County, but Orange County may impound any Micromobility Device not parked in accordance with this Agreement³.
- e. Licensee will be solely responsible to third parties for addressing unauthorized Micromobility Devices dumped or left unattended on private property, or on other public property not owned or controlled by Orange County.
- f. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Micromobility Devices leaning against, blocking, dumped on, or left unattended on Orange County ROW and property, private property, and on other public property not owned or controlled by Orange County.
- g. If Orange County incurs any costs or damages arising out of Micromobility Device parking complaints, violations, or other related costs that are not otherwise recovered with Orange County's collection of an impoundment release charge, Licensee shall reimburse Orange County for such costs no later than thirty (30) days after receiving written or emailed notice.
- h. Licensee expressly understands that Orange County may impound any and all Micromobility Devices found by Orange County to be in violation of applicable laws and/or the terms of this License Agreement. Seizure and impoundment of Micromobility Devices may be exercised by Orange County with or without prior notice to Licensee.

² This provision will be exercised only in instances where, in Orange County's discretion, the public's safety and welfare will not be unduly compromised due to additional passage of time.

³ When doing so will not unduly burden the complaining third party, Orange County will refer such complaints to Licensee, and Licensee or Licensee's authorized representative will be provided a limited opportunity to remedy the complaint without further Orange County involvement.

- i. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as follows:
 - i. Initial impoundment fee of \$50 per device
 - ii. If not paid for and retrieved by Licensee within 24 hours of notice of impoundment, a \$20 storage fee per device, per day shall be added to the initial impoundment fee.
 - iii. If an impounded device is not picked up within 30 days of notice of impoundment, Orange County will consider it to be abandoned property and may dispose of it in accordance with applicable law.
 - j. In addition to applicable fees, including without limitation the aforementioned impoundment fee, Orange County may impose a penalty fee of \$100 per incident for any violation of this Agreement and/or of the Micromobility Device Ordinance, which penalty fee must be promptly paid by Licensee. Any failure by Licensee to timely pay any such penalty fee may be grounds for termination of this Agreement.
 - k. Any failure by Orange County to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.
6. Data Collection/Sharing. In accordance with the Micromobility Device Ordinance:
- a. Orange County will evaluate various aspects of the usage data shared by the Licensee with Orange County through monthly reporting, customer surveys, and Mobility Data Specification (MDS) Provider Application Program Interface (API).
 - b. Licensee understands and agrees that Orange County may rely upon a third-party researcher or consultant to evaluate various aspects of Licensee's Micromobility Device operations. Upon request, Licensee will directly share all data that is relevant to evaluating or enforcing the terms set forth in this Agreement with Orange County and any such third-party researcher.
 - c. Licensee agrees that it will provide any and all user and customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior and/or claims of civil liability against Orange County by persons using or riding a Micromobility Device. Notwithstanding any other provision to the contrary, this section (c) shall be deemed to include personally identifiable customer data.

- d. Licensee shall maintain, during the Term and for at least seven (7) years after expiration of this Agreement, a searchable database with detailed information for each device rented.
- e. Licensee shall, not later than sixty (60) days after the Effective Date, place a customer survey on its website or mobile application, or conduct such by email, in a form approved by the Director, and shall forward the results to the Director once every two months.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS

During the Term of this Agreement, Orange County shall receive \$1 compensation per day per active Micromobility Device under this Agreement. The payment terms shall be established by the Director and agreed to by Licensee prior to Orange County's execution of this Agreement.

ARTICLE V. REMEDIES.

In addition to the right of Orange County to terminate a license and/or impound devices, Orange County and Licensee shall be subject to the Remedies provisions contained in Article 35 of Contract # Y22-1016, which contract is directly related to this Agreement.

ARTICLE VI. REPRESENTATIONS AND GENERAL CONDITIONS

1. Ownership and Condition of Right of Way. This Agreement shall not be construed so as to transfer ownership or control of Orange County's Right of Way to Licensee, or to any other party. Orange County makes no representations or warranties concerning the condition of Orange County ROW, or its suitability for use by Licensee, its contractors, or customers.
2. Delegation of Power. This Agreement does not delegate or otherwise transfer Orange County's power to regulate Micromobility Devices and Licensee's Operation, and/or to enforce Orange County ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to Orange County enforcement against third parties and/or public compliance issues shall remain within Orange County's sole discretion.
3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the power of Orange County to adopt, amend, and enforce ordinances, resolutions, and policies.

4. Removal upon order. Licensee shall remove at once any or all Micromobility Devices and any other property owned or controlled by Licensee upon being ordered to do so by Orange County. Licensee shall be responsible for restoring Orange County Right of Way to its original condition, and Orange County shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the Orange County Right of Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Micromobility Devices or other property as ordered within a reasonable time period, Orange County may perform the removal or work at Licensee's cost and/or initiate a claim against Licensee.
5. Interest of Members of Orange County. Licensee agrees that no member of the Board of County Commissioner, officer, employee or agent of Orange County shall have any interest, financial or otherwise, direct or indirect, in the Agreement.
6. Equal Opportunity Statement. Licensee agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to civil rights and nondiscrimination.
7. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by applicable law, Licensee shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In addition, the Licensee shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars.

Licensee agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Licensee is not

intended to and shall not in any manner limit or qualify the liabilities assumed by Licensee under this contract. Licensee is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Licensee shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident.

Workers' Compensation - The Licensee shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. All policies shall include a waiver of subrogation in favor of Orange County, Florida. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Licensee using an employee leasing company shall complete the Leased Employee Affidavit.

1. Indemnification.

Licensee shall indemnify, defend, and hold harmless Orange County, and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which Orange County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits and/or actions of any kind or nature in the name of Orange County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Licensee shall expressly understand and agree that any insurance protection required by Orange County, the micromobility license agreement, or otherwise provided or secured by Licensee, shall in no way limit the responsibility to indemnify, defend, and hold harmless Orange County, its elected and appointed officials, employees, agents, and instrumentalities. The obligation to indemnify, defend, and hold harmless shall survive the revocation, termination, cancellation, or expiration of a license agreement. Licensee acknowledges that the issuance of this license is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by Licensee.

2. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of Orange County, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the Orange County. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the Orange County department contract manager designated herein.

3. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of Orange County; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Florida or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.
4. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to Orange County or its designees, at any time during normal business hours, as often as the Orange County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
5. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement:

For Orange County:

Director, Public Works Department
4200 South John Young Parkway
Orlando, FL 32839

With copies to:

Deputy Director, Public Works Department
4200 South John Young Parkway
Orlando, FL 32839

Manager, Traffic Engineering Division
4200 South John Young Parkway
Orlando, FL 32839

For Licensee:

With a copy to:

6. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

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IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

For the Licensee:

By: _____

Its: _____

For Orange County:

ORANGE COUNTY

By: _____

Its: _____

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Exhibit A

Designated Service Area(s), including Parking Areas

S:\RALfonso\Micromobility and E-bikes\Orange County Micromobility License RA DRAFT 4 11-21-22 CLEAN updated 11-29-22.docx

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ORDINANCE NO. 2022- 07

AN ORDINANCE PERTAINING TO MICROMOBILITY DEVICES; CREATING ARTICLE VIII OF CHAPTER 35, ORANGE COUNTY CODE; PROVIDING PURPOSE, INTENT, AND APPLICABILITY; FINDINGS; DEFINITIONS; MICROMOBILITY DEVICE OPERATIONS; PROPOSALS; LICENSE AGREEMENT; TERMS; DELIVERY AND OPERATION OF MICROMOBILITY DEVICES; COMPANY RESPONSIBILITIES; MICROMOBILITY DEVICE OPERATIONAL REQUIREMENTS; MICROMOBILITY DEVICE REQUIREMENTS; PARKING REQUIREMENTS; IMPOUNDMENT; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. Creation of Article VIII, “Micromobility Devices”. Article VIII of Chapter 35 of the Orange County Code is hereby created and shall read as follows:

ARTICLE VIII

MICROMOBILITY DEVICES

Sec. 35-96. Purpose, intent, and applicability; findings.

(a) *Purpose, intent, and applicability.* The purpose and intent of this Article is to permit and regulate micromobility devices and micromobility device companies in the unincorporated areas of Orange County, Florida (the “County”). This Article does not apply to the operation of individually owned and operated motorized scooters, bicycles, and similar devices.

(b) *Findings.*

(1) The Orange County Board of County Commissioners (the “Board”) recognizes that the passage of Florida HB 453 (Chapter Number 2019-109) has expanded the rights of micromobility device operators within the state and expanded the areas where micromobility device riders may operate these devices

under Section 316.2128, Florida Statutes;

(2) Section 316.2128, Florida Statutes, provides that an operator of a micromobility device has the same rights and duties as an operator of a bicycle under certain circumstances, particularly with respect to the right to use the sidewalk and/or roadway;

(3) Section 316.2128, Florida Statutes, expressly reserves local authority and jurisdiction to regulate micromobility devices to the extent authorized by Section 316.008, Florida Statutes;

(4) Section 316.008(1)(a), Florida Statutes, authorizes local authorities to regulate or prohibit stopping, standing, or parking; Section 316.008(1)(h), Florida Statutes, authorizes local authorities to regulate the operation of bicycles; Section 316.008(1)(n), Florida Statutes, authorizes local authorities to prohibit or regulate the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic; and Section 316.008(7)(a), Florida Statutes, authorizes counties to adopt ordinances to permit, control, or regulate vehicles operating on sidewalks, including motorized scooters;

(5) Micromobility device companies are operating in many local government jurisdictions nationwide, including in the County, providing for reservation of micromobility devices via online application, website, or software;

(6) Micromobility devices may offer a viable and environmentally sustainable transportation option;

(7) In light of issues arising from the use of micromobility devices, and in consideration of community input, the Board finds that a comprehensive regulatory framework is necessary to mitigate the risks and dangers posed by micromobility devices within unincorporated areas of the County;

(8) The County strives to keep County rights-of-way compliant with the Americans with Disabilities Act (“ADA”) and other federal and state regulations; has adopted an ADA Transition Plan for public rights-of-way; and is committed to keeping the County accessible for persons with disabilities;

(9) Improperly parked micromobility devices may create dangerous conditions for pedestrians, bicyclists, transit users, and mobility-impaired individuals needing access and maneuverability for ADA devices and related needs; and

(10) The County has a significant interest in ensuring public safety and therefore finds it necessary to regulate micromobility devices in order to protect the general safety and welfare of the public, including pedestrians, bicyclists, micromobility device riders, and transit users, as well as motor

vehicle drivers and passengers.

Sec. 35-97. Definitions.

As used in this Article, the following words, terms, and phrases shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) *Bicycle* shall have the meaning ascribed to it in Section 316.003(4), Florida Statutes, as it may be amended.

(b) *Bicycle path* shall have the meaning ascribed to it in Section 316.003(6), Florida Statutes, as it may be amended.

(c) *Company* means a micromobility device provider that is a person, firm, corporation, or other legal entity that makes bicycles, scooters, and/or other micromobility devices available for immediate, self-service rental through an online application, website, or software for point to point trips.

(d) *Director* means the Orange County Director of Public Works or that person's designee, who shall administer this Article.

(e) *Electric bicycle* shall have the meaning ascribed to it in Section 316.003(23), Florida Statutes, as it may be amended.

(f) *Emergency Preparedness Plan* means a plan that details where a Company's micromobility devices will be located and the amount of time it will take to secure all micromobility devices when a tropical storm or hurricane warning has been issued by the National Weather Service.

(g) *Geofencing* means the use of Global Positioning Systems ("GPS") or Radio Frequency Identification ("RFID") technology to create a geographic boundary, enabling software to trigger a response when a mobile device or micromobility device enters or leaves a particular area.

(h) *Micromobility device* shall have the meaning ascribed to it in Section 316.003(41), Florida Statutes, as it may be amended.

(i) *Motorized scooter* (also referred to herein as "scooter") shall have the meaning ascribed to it in Section 316.003(48), Florida Statutes, as it may be amended.

(j) *Operations Plan* means a Company's plan of business operations that provides the specific Service Area(s) where devices will be utilized, including any areas required by the Director; information describing how devices will be managed within the Service Area(s); and plans showing how Rider and other public safety concerns will be addressed, including but not limited

to accessibility.

(k) *Parking Plan* means a plan that depicts the locations within which a Company requests uniform designated parking areas according to County specifications.

(l) *Program Administrator* means that person authorized by a Company to represent the Company in all communications with the County, and to promptly respond to all County questions or concerns.

(m) *Rebalancing* means the process by which micromobility devices are redistributed to ensure availability throughout the Service Area(s) and to prevent excessive buildup of micromobility devices at any particular location(s).

(n) *Rider* means the operator of a micromobility device.

(o) *Right-of-Way* shall have the meaning ascribed to it in Section 21-173 of the Orange County Code, as it may be amended, and means land in which the County owns the fee or has an easement devoted to, or required for, the use as a public road.

(p) *Roadway* shall have the meaning ascribed to it in Section 316.003(73), Florida Statutes, as it may be amended.

(q) *Safety Operational Analysis* shall mean the analysis conducted by a Company, based upon objective criteria, as determined by the Director and on file at the County's Public Works Department.

(r) *Sanitation Plan* means a plan that details daily sanitization and disinfection protocols and related education provided to staff and Riders.

(s) *Service Area(s)* means a specific geographic area or areas of unincorporated Orange County within which a Company's micromobility devices are authorized to operate under the terms of an approved license agreement with Orange County.

(t) *Sidewalk* shall have the meaning ascribed to it in Section 316.003(80), Florida Statutes, as it may be amended.

(u) *Staging* means the parking and rebalancing of micromobility devices within the public right-of-way.

(v) *Vehicle* shall have the meaning ascribed to it in Section 316.003(106), Florida Statutes, as it may be amended.

Sec. 35-98. Micromobility device operations in Orange County.

(a) The Board will review and may approve up to three (3) Companies to provide micromobility device services within one or more designated Service Area(s) of the County under license agreements.

(b) After such Board approval, only a Company that has been issued a license by the County will be allowed to stage and operate micromobility devices in County rights-of-way; any Company not so approved shall remove all of its devices from County rights-of-way no later than 10 days after such Board approval.

Sec. 35-99. Proposals.

(a) *Proposals.* A Company must respond to the County's Request for Proposals to be eligible to receive a license from the County before commencing micromobility device operations. The proposal form may be obtained on the County website or at the County Public Works Department Office located at 4200 S. John Young Parkway, Orlando, Florida, and must be submitted to the Director. Each proposal must:

(1) Be made on the form provided by the County; include all materials and documents required for a complete submittal; and, at a minimum, provide information necessary to confirm that the Company meets the requirements of this Article and otherwise complies with all applicable federal, state, and local laws, rules, and regulations;

(2) Include documentation confirming that the Company is a business organization duly authorized to conduct business in the State of Florida, together with a copy of the Company's local business tax certificate;

(3) Include an Operations Plan, Safety Operational Analysis, Emergency Preparedness Plan, Sanitation Plan, and Parking Plan, all as defined in Section 35-97;

(4) List any other jurisdictions in the United States in which the Company is currently providing micromobility devices; and

(5) Include any other requested information and/or documentation, as will be detailed in the County's Request for Proposals (the "RFP").

(b) *Notice of changes.* Any changes to information provided in a proposal must be promptly reported in writing to the Director or as otherwise indicated in the RFP.

Sec. 35-100. License agreement; term; requirements.

(a) *License agreement.* After Board approval of a Company's proposal, payment by the Company of the License Fee contemplated in Section 35-100(i), and prior to commencing micromobility device operations, the Company shall be required to execute a license agreement with the County in order to provide micromobility devices in the Company's Service Area(s) during the term of the agreement. The Company must pay the License Fee no later than 10 days after Board approval. In addition to the requirements of this Article, the Director may require special regulations and conditions of the license as he or she deems reasonably appropriate to protect the public health, safety, and welfare. All licenses shall be conditioned on the accuracy of and continued compliance with all material aspects of the proposal.

(b) *Term of license.* The Company's license will be for a term of one year and may be renewed for a maximum of two one-year terms by the Board. No later than ten (10) days after termination, expiration, or revocation of a license, the Company shall remove all its micromobility devices from the Service Area(s) and from the County rights-of-way.

(c) *Quantity of micromobility devices authorized by license agreement.* Each license, upon issuance, will be valid for the minimum and maximum number of Micromobility devices identified therein. Additionally, the Director may reduce or increase the number of authorized micromobility devices, as he or she deems necessary and appropriate.

(d) *Non-transferability and non-assignability.* A micromobility device license may not be transferred or assigned unless approved in writing in advance by the Director.

(e) *Revocation of license.* The Director may issue a notice to revoke a license if a Company violates this Article, any applicable law or regulation, or any material condition of the license or license agreement, subject to the revocation process outlined in the license agreement.

(f) *Liability insurance.* The Company shall maintain liability insurance to protect the interests of the Company and the County with limits and on forms and endorsements as specified by the County in the license agreement. The County shall be named as an additional insured on all liability policies. Nothing herein

constitutes a waiver of the County's sovereign immunity or of the provisions of Section 768.28, Florida Statutes.

(g) *Performance surety.* The Company shall submit to the Director a performance surety in form and amount acceptable to the County prior to the issuance of a license under this section.

(h) *Indemnification.* The Company shall indemnify, defend, and hold harmless the County and its elected and appointed officials, employees, agents, and instrumentalities from any and all liability, losses, or damages, including any and all attorneys' fees and costs of defense, which the County and its elected and appointed officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature including, but not limited to, personal injury, wrongful death, and/or property loss or damage, to the extent arising out of or in any way connected with the operation, maintenance, or use of micromobility devices on all streets, sidewalks, sidewalk areas, and other unincorporated areas. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Company shall expressly understand and agree that any insurance protection required by this Article, the micromobility license agreement, or otherwise provided or secured by a Company, shall in no way limit the responsibility to indemnify, defend, and hold harmless the County and its elected and appointed officials, employees, agents, and instrumentalities, as required by this Section. The obligation to indemnify, defend, and hold harmless shall survive the revocation, cancellation, or expiration of a license agreement. The Company shall acknowledge in the license agreement, which will include this indemnification in substantially the language provided by this Section, that the issuance of the license, is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the Company.

(i) *License Fee.* The Company shall pay a License Fee for the issuance and renewal of a license agreement in an amount established by the Board of County Commissioners from time to time, which shall be inclusive of the County's costs of installing required parking areas in the approved Parking Plan.

(j) *Micromobility Device Annual Fee.* The Company shall remit to the County an annual fee in an amount established by the Board of County Commissioners from time to time. In addition to the County's costs to administer the program, this fee shall be used to defray costs incurred by the County for enforcement;

oversight; construction and maintenance of micromobility device parking; sidewalk and bike path maintenance and construction; other active transportation maintenance activities; and/or active transportation street, sidewalk, and bike path improvements or studies that address micromobility device operations in the County.

Sec. 35-101. Delivery and operation of micromobility devices.

Micromobility devices authorized under a license shall be delivered and operational within the Company's Service Area(s) within sixty (60) days after issuance of the license; otherwise, the license shall automatically expire, and the Company must remove its micromobility devices no later than ten (10) days after such expiration. The Company shall keep, maintain, and operate the number of micromobility devices authorized by the license throughout the term of the license.

Sec. 35-102. Company responsibilities.

A Company shall comply with the following requirements during the term of its license agreement:

(a) *Compliance with Laws.* The Company shall comply with all applicable rules, regulations, and laws, including any additional rules and regulations promulgated by the Director.

(b) *Authorized Florida business.* The Company shall be a business organization authorized to conduct business in the State of Florida and shall maintain active organizational status with the State of Florida Division of Corporations.

(c) *Reimbursement to County.* Notwithstanding any penalty imposed on a Company for the Company's failure to comply with the terms of its license agreement, the Program, and/or this Ordinance, the Company shall promptly reimburse the County for costs incurred to address or abate any violations of this Article or costs incurred for the repair or maintenance of public property arising from the operations of the Company, via payment to the County no later than thirty (30) days after notice to the Company.

(d) *Safety classes.* The Company shall provide safety training classes to educate persons operating micromobility devices regarding the rules, regulations and laws applicable to riding, operating, and parking a micromobility device, subject to the requirements outlined in the license agreement.

(e) *ADA Compliance.* The Company shall continuously and diligently monitor the locations of its micromobility devices to ensure compliance with ADA requirements in public areas.

(f) *Rebalancing, relocating, and removing micromobility devices.* The Company shall, in accordance with its license agreement:

(1) Promptly remove, rebalance, and/or relocate its micromobility devices no later than one (1) hour after receiving direction to do so by the Director.

(2) Upon the issuance of a tropical storm or hurricane warning by the National Weather Service for any part of Orange County, remove and safely store its fleet according to the Company's approved emergency preparedness plan.

(3) Upon notification by the Director of any upcoming significant event in its Service Area(s), coordinate with the County by submitting an event management plan to the County no later than seven (7) days before the planned event. If notified by the County's Traffic Engineering Division that a Maintenance of Traffic permit has been issued for construction in the Company's Service Area(s), the Company will modify operations as needed to ensure traffic safety.

(4) Continually monitor transit assets for rebalancing needs, such as SunRail stations, LYNX stations, and bus stops.

(5) Have the technology available to comply with the Director's requirements regarding geo-fencing.

(6) Have the technology available to comply with the Director's requirements regarding the portion or percentage of a Company's fleet that may be located in a particular part of a Service Area.

(g) *Data sharing.* The Company shall provide real-time or semi-real time micromobility device data in a format specified by the County or County's agent, in accordance with existing industry standards and the conditions of the license agreement.

(h) *Rental records.* The Company shall maintain, during the entire term of the license and for at least seven (7) years after any expiration or termination of the license, a searchable database with detailed information for each micromobility device rented.

(i) *Monthly reports.* In addition to the information referenced in subsection (i) above, the Company shall provide a monthly report to the Director by the fifth business day of each

month for the prior month, in form and content acceptable to the Director, as outlined in the license agreement.

(j) *Customer surveys.* No later than sixty (60) days after issuance of a license, the Company shall place a customer survey on its website or mobile application (“app”), or may conduct the survey by email, in a form approved by the County, and shall forward all results to the County every two months after posting the survey.

(k) *Age of Riders.* The Company shall not knowingly rent or lease any device to, or to be ridden by, a child who is under the age of 18.

(l) *Fixtures.* The Company shall not place or attach any fixtures, structures, or personal property, other than the subject micromobility device, in the public right-of-way.

(m) *Good standing.* The Company shall comply with the terms of the license agreement and this Article and shall maintain the license in good standing throughout the term of the license agreement.

(n) *Waiver/release.* The Company shall require and obtain each Rider’s executed consent of, and to, the approved waiver/release form prior to such Rider’s use of the Company’s micromobility devices. The Company will use the form as part of every rental of a micromobility device throughout the term of the license agreement.

(o) *Parking.* The Company shall, as and if applicable, install designated parking areas as depicted on County-approved Parking Plans per all applicable County and other technical specifications.

Sec. 35-103. Micromobility device operational requirements.

(a) The Company shall inform its Riders that they must comply with all applicable federal, state, and local rules, regulations, and laws, including any additional rules and regulations promulgated by the Director, including without limitation the following:

(1) Micromobility devices may be operated by Riders only in the County-approved Service Area(s).

(2) Micromobility devices shall travel at a speed of no more than ten (10) miles per hour.

(3) Micromobility devices may not be operated on any County roadway identified by the County as a heavily traveled street found to be incompatible with the normal and safe use of micromobility devices consistent with Section 316.008(1)(n), Florida Statutes.

(b) The Director shall have the authority to establish hours of operation as and when determined to be in the best interest of the public.

(c) The Board may modify or suspend micromobility device operations in the County rights-of-way in the event of a threat to the health, safety, or welfare of the public.

Sec. 35-104. Micromobility device requirements.

Micromobility devices shall comply with the following requirements:

(a) Micromobility devices shall be well-maintained and in good operating condition at all times and shall be built to withstand the effects of weather and constant use.

(b) Micromobility devices shall meet the specifications and safety requirements for micromobility devices under applicable federal and state law and shall be equipped as detailed in the license agreement.

(c) Micromobility devices must be rebalanced on a daily basis in the manner prescribed in the license agreement.

(d) Micromobility devices shall not display any third-party advertising.

(e) Every micromobility device shall be equipped with active global positioning system (GPS) technology.

(f) The following parking requirements shall apply:

(1) A micromobility device shall only be parked in designated areas approved by the County for such parking, upright, and in a manner that is compliant with the applicable provisions of the ADA and federal and state regulations and guidance for accessible public rights-of-way.

(2) A micromobility device shall not be parked in a manner that obstructs or interferes with pedestrian or vehicular traffic; in any manner that would restrict the movement of persons with disabilities; or in any manner that

presents a safety hazard or other legal concern, as detailed in the RFP.

(3) A micromobility device shall not be attached, secured, stored, or parked upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.

(4) Except as otherwise may be expressly allowed by the Director, any micromobility device parked on public property, in the same location, continuously for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes.

(5) A micromobility device parked in an incorrect or improper manner shall be re-parked, removed, and/or relocated by the Company within one (1) hour of receiving notification, or else be subject to impoundment in accordance with Section 35-105.

Sec. 35-105. Impoundment.

The County may seize and impound any micromobility device parked or being operated in violation of this Article. Without limiting the foregoing, the County may seize and impound any micromobility device that is visibly damaged or non-functional, blocking the public right-of-way, or located outside the Service Area. Such a micromobility device shall be released to the lawful owner after all impoundment and storage fees have been paid. Any micromobility device that remains unclaimed within the County for five (5) days or longer shall be subject to sale pursuant to the procedures for abandoned or lost property set forth in Section 705.103, Florida Statutes, as it may be amended, or by any other method allowed by the laws of the State of Florida.

Secs. 35-106 - 35-115. Reserved.

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Section 2. Effective date. This ordinance shall become effective on March 21, 2022.

ADOPTED THIS ____ DAY OF _____, 2022.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CONTRACT # Y22-1016

This Contract is made as of the ____ day of _____, 20## by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____
[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Micromobility Program, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **Revenue Paid to the County**

A. The Contractor shall make payments to the County as stated n the Scope of Work.

ARTICLE 4 **IRRIVOCABLE LETTER OF CREDIT**

An ILC is required in the amount of twnty five thousand dollars (\$25,000) amount prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

- The ILC must be issued by a federally insured institution located in the State of Florida with a rating of AAA or higher by Barnes Financial Reports. To this end, the following web sites should be accessed:

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage. The Company may meet these limits with primary and excess coverage. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Automobile/motorcycle liability affording coverage on all motor vehicles/scooters/electric bicycles/micromobility devices, if used in connection with the operations or activities contemplated under this article. The company should furnish the County with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

1. Workers compensation subject to the statutory limits of the State of Florida.
2. The County retains the right to require additional insurance coverage in connection with the activities performed by the company under this article as may be determined by the County, considering the size of the fleet and other liability insurance related factors. Nothing herein constitutes a waiver of the County's sovereign immunity.
3. Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the permit by the Director or his or her designee.
4. The Certificate of Insurance for any insurance policy required by this section must be on file with the County, in a form acceptable to the Director, or his or her designee, prior to the issuance of a permit under this section.
5. Insurance required under this section must include a cancellation endorsement in which the insurance company is required to notify both the company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A micromobility company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the County, a certificate of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.
6. A company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the County.

Furthermore, the Company agrees to provide a waiver of transfer of rights of recovery, in favor of the County for the general liability policy as required herein. When required by the insurer or should a policy condition not permit the Company to enter into a pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree

to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within twenty four (24) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and

control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 24 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 25 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 27 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 28 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 29 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 30 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 31 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 32 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 33 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 34 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 35 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 36 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 37 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 38 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. Irrevocable Letter of Credit
- B. License Agreement

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

Signature

Date

Typed Name

Title

Date