

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

**BOARD AGENDA ITEM – January 18, 2022**

**PROCUREMENT SOLICITATION**

**RFP 21-570-P-WH**

**GPS Bus and Student Tracking System**

<input type="checkbox"/> <b>(ITB)</b> Invitation To Bid	<input type="checkbox"/> <b>(ITN)</b> Invitation To Negotiate	<input type="checkbox"/> <b>(PB)</b> Piggyback
<input checked="" type="checkbox"/> <b>(RFP)</b> Request For Proposal	<input type="checkbox"/> <b>(RFQ)</b> Request For Qualifications	<input type="checkbox"/> <b>(SC)</b> State Contract
<input type="checkbox"/> <b>(SS)</b> Sole Source		

**REQUESTOR:** Transportation

**Legal Review Required:**  Yes  No

**Standard Template Used with No Changes:**  Yes  No

**Standard Template:** RFP Agreement

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Reaxium, Inc.	\$2,525,544.56	Initial Purchase - GPS Bus and Student Tracking System and Related Services.
	Variable	Additional devices and services as vehicles are added to the fleet.
<b>Total</b>	Variable	

<input type="checkbox"/> <b>Contract Renewal</b>	<b>New Contract Amount</b>	\$2,525,544.56
<input type="checkbox"/> <b>Recurring Contract</b>	<b>Previous Contract Amount</b>	N/A
<input checked="" type="checkbox"/> <b>New Contract</b>	<b>Variance</b>	N/A

**PRICE INCREASE / DECREASE EXPLANATION:** N/A

**DISCUSSION:**

Procurement issued a Request for Proposal (RFP) for a GPS Bus and Student Tracking System. Four responses were received. One was a non-response. The top three ranked firms were short listed for oral presentations and questions from the evaluation committee. Reaxium, Inc. is the top-ranked firm as recommended by the evaluation committee. The evaluation committee was comprised of knowledgeable District staff including representatives from Transportation and Educational Technology.

The standard agreement template has been used, which does not require legal review.

**CONTRACT TERM:**

The initial contract term shall commence January 19, 2022 and continue until January 18, 2025 with one (1) optional Two (2) year renewal period.

**RECOMMENDATION:**

It is the recommendation of Robin Novelli, Chief Operation Officer and Dr. Michael Miller, Director of Transportation Services to approve the attached agreement with Reaxium Inc. in the amount of \$2,525,544.56 and approve funds for any additional devices and services as vehicles are added to the fleet.

**AUTHORITY FOR ACTION:**

Florida Administrative Code 6A-1.012



**AGREEMENT**  
**By and Between**  
**The School Board of Brevard County, Florida**  
**and**  
**Reaxium Inc.**

This Agreement ("Agreement") is made by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "BPS") and Reaxium Inc. whose business address is 23123 State Road 7, Suite 200C, Boca Raton, Florida 33428, (hereinafter referred to as "Contractor"), each individual referred to as a "Party" and, collectively, the "Parties."

**WITNESSETH:**

**WHEREAS**, BPS desires to secure a contractual relationship for the purpose of GPS Bus and Student Tracking System for Brevard County Public Schools, as outlined in Exhibit "A," Scope of Services ("Services"), and

**WHEREAS**, these Services have been competitively solicited pursuant to RFP 21-570-P-WH, which has been assigned to the tracking number indicated above by BPS for tracking purposes.

**NOW THEREFORE**, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. **RECITALS**. The above Recitals are true and correct and are incorporated herein.
2. **DEFINITIONS**. The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.
  - 2.1. **"AGREEMENT"** refers to the executed Agreement by and between BPS and Contractor.
  - 2.2. **"AMENDMENT"** means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of services ("Services"), attached hereto as Exhibit "A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by Contractor pursuant to this Agreement, sets forth the basis of compensation due to Contractor of, and sets forth the time period and/or schedule for performance and completion thereof.
  - 2.3. **"BPS"** shall mean The School Board of Brevard County, Florida and may be used interchangeably with Brevard Public Schools.
  - 2.4. **"CONFIDENTIALITY"** For purposes hereof, "Confidential Information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any Confidential Information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is

subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.

- 2.5. "**CONTRACTOR**" means Reaxium Inc., a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any and all Amendments thereto.
- 2.6. "**FUNDS**" shall mean payment made by BPS to Contractor hereunder.
- 2.7. "**PARTIES**" shall mean the parties entering into this Agreement, BPS and Contractor, respectively; individually, a "Party."
- 2.8. "**SERVICES**" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A," attached hereto and incorporated herein by reference.

**3. AMENDMENTS AND MODIFICATIONS.** No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the Parties.

**4. TERM AND TERMINATION.**

- 4.1. The term of this Agreement will cover the period beginning January 19, 2022 through January 18, 2025 and may be renewed at the end of the term up to one (1) additional two (2) year renewal period. The Agreement term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised at the same or substantial similar terms by mutual written agreement of the Parties.
- 4.2. Contractor shall give BPS written notice of any substantial failure to perform under this Agreement through no fault of Contractor. If BPS fails to correct or diligently pursue cure of such failure within ten (10) business days of receipt of notice, this Agreement may be terminated by Contractor, at its option, upon thirty (30) calendar days' prior written notice to BPS.
- 4.3. This Agreement may be terminated by BPS with or without cause upon thirty (30) days' written notice sent by certified mail to Contractor. In the event of a material breach by Contractor hereunder through no fault of BPS, BPS may, at its option, terminate this Agreement immediately.

**5. PAYMENT.**

- 5.1. BPS agrees to provide funds for the Agreement in the in the amounts as outlined in Exhibit "B", Fee Schedule, which is attached hereto and incorporated herein. In accordance with the Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall pay these fees to Contractor for services rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges, and reimbursable expenses, if any. **BPS shall incur no obligation for payment until issuance of a purchase order to Contractor.**
- 5.2. Expenses shall only be incurred as authorized by BPS and as provided for in Section 112.061, F.S.
- 5.3. If the Services are divided into phases, completion of a phase is defined by an appropriate signoff by BPS's and Contractor's project manager that all activities of that phase have been satisfactorily completed according to the project schedule, as agreed upon by both parties attached Exhibit "A". Contractor and BPS will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. BPS reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality, and delivery of work.

- 5.4. Subject to Contractor's right to cure under Section 4 herein, should the Services not be completed as scheduled, Contractor and BPS will jointly plan a revised completion date for the Services. Failure on the part of Contractor to complete its work in an accurate and quality manner shall be considered a default of this Agreement.
- 5.5. **Final Notice.** The final invoice for payment shall be submitted to BPS no more than forty-five days (45) after the Agreement term ends or the Agreement is terminated. Any payment due under the terms of this Agreement may be withheld until all reports due from Contractor, and necessary adjustments thereto, have been approved by BPS.
6. **AVAILABILITY OF FUNDS.** The obligations of BPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and BPS.
7. **TRUTH-IN-NEGOTIATION CERTIFICATE.** If applicable to the Services contained herein, signature of this Agreement by Contractor shall be deemed an acknowledgement and certification by Contractor that the wage rates and costs used to determine the funds provided for in this Agreement are accurate, complete, and current as of the date of this Agreement. The said rates and costs shall be adjusted to exclude any significant sums should BPS 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 Contractor. BPS shall exercise its rights under this provision within one (1) year following final payment of the funds.
8. **PERSONNEL.**
  - 8.1. All of the Services herein shall be performed by Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.
  - 8.2. **Jessica Lunsford Act (Background Check).**
    - 8.2.1. Contractor shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.
    - 8.2.2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of Contractor's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the Contractor or its personnel providing any Services under the conditions described in the previous sentence.
    - 8.2.3. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel.
    - 8.2.4. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from Contractor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.
  - 8.3. **Key Personnel.** Contractor shall notify BPS as soon as possible, but no later than five (5) working days, after any changes in address or key personnel positions of Contractor. Changes in key personnel may include resignations, approved leaves of absence of six (6) weeks or more, or terminations. Such

notification shall be in writing and shall include information related to replacement staff assigned. Contractor agrees to work closely with BPS to ensure that the work and cooperation between the Parties is efficient and mutually productive to both Parties.

- 8.4. **Background Screening.** To the extent applicable to the Services hereunder, Contractor and all Contractor staff under this Agreement shall meet and comply with all federal, state, county, and city laws, ordinances, rules, and regulations that relate to the background screening process of those applying for work with children, seniors, or the disabled, including those contained in Chapter 408 (Health Care Administration) and Chapter 435 (Employment Screening).
- 8.5. **Conduct while on BPS Property.** Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any BPS facility and shall, at all times, conduct themselves in a manner consistent with BPS policies and within the discretion of the premises administrator or designee. It is a breach of this Agreement for any agent or employee of Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of BPS. Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

## **9. FEDERAL AND STATE TAX.**

- 9.1. BPS is exempt from federal and state taxes for tangible personal property. Contractor shall not be exempted from paying applicable sales tax to the State of Florida and/or the federal government, as the case may be, for the purchase of materials to fulfill contractual obligations with BPS, nor shall Contractor be authorized to use BPS's tax exemption number in securing such materials.
- 9.2. In the event Contractor is also exempt from federal and state taxes for tangible personal property, it shall promptly submit to BPS an appropriate exemption certificate. BPS will sign an exemption certificate submitted to it by Contractor.
- 9.3. Contractor shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

## **10. DOCUMENTATION AND REPORTING.**

- 10.1. In the performance of this Agreement, Contractor shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.
- 10.2. **Documentation.** Documentation in connection with the description of the Services as set forth in Exhibit "A" attached hereto shall be provided upon request.
- 10.3. **Reporting.** Contractor shall provide report containing requested data in the requested format in a timely manner as defined by BPS.

**11. INSURANCE.** At its sole expense, Contractor will provide, before commencement of the Services, and submit to BPS along with this Agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 11.1.1 to 11.5.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed, when totaled together, will result in BPS paying to Contractor \$25,000.00 or more during the fiscal year. The insurance requirements are as follows:

- 11.1. **Insurance listed in 11.1.1 below is required of all contractors.** "The School Board of Brevard County, Florida" shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right to terminate this Agreement.

- 11.2. **Insurance listed in 11.1.2 below.** All contractors whose work for BPS includes products or services, and the value of these products or services are in excess of \$25,000.00, are required to carry this insurance to the limit listed below.
- 11.3. **Insurance listed in 11.1.3 below.** Any contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that BPS is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.
- 11.4. **Insurance as listed in 11.1.4 below.** All contractors that have one (1) or more employees or that subcontract any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000.00 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.
- 11.5. **Insurance as listed in 11.1.5 below.** All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 11.1 to 11.5 above and as checked off in the box to the left of each section 11.1.1 to 11.1.5 below as specifically marked by representatives of the BPS Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to BPS thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to BPS.

- 11.1.1. **Commercial General Liability Insurance:**
  - Negligence including Bodily Injury and Property Damage
  - Per Occurrence - \$1,000,000
  - General Aggregate - \$2,000,000
- 11.1.2. **Product Liability and/or Completed Operations Insurance:**
  - Negligence Including Bodily Injury and Property Damage - \$1,000,000
  - Products – Completed Operations Aggregate - \$2,000,000
- 11.1.3. **Automobile Liability:**
  - Negligence Including Bodily Injury and Property Damage:
  - Per Claim - \$ 500,000
  - Combined Single Limit (each accident) - \$1,000,000
- 11.1.4. **Workers' Compensation/Employer's Liability:**
  - W.C. Limit Required\* - Statutory Limits
  - E.L. Each Accident - \$ 100,000
  - E.L. Disease – Each Employee \$ 100,000
  - E.L. Disease – Policy Limit \$ 500,000
- 11.1.5. **Professional Liability Insurance (Errors and Omissions):**
  - For services, goods, or projects that will exceed \$1,000,000 in value over a year.*
  - Each Claim - \$1,000,000
  - Annual Aggregate - \$2,000,000
  - For services, goods, or projects that will not exceed \$1,000,000 in value over a year.*
  - Each Claim - \$ 250,000
  - Annual Aggregate - \$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the Services in this Agreement.

- 11.6. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Brevard County, Florida. This shall also apply to any self-insurance maintained by The School Board of Brevard County, Florida.
- 11.7. Contractor shall notify BPS's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Contractor received from its insurer on above required insurance.
- 11.8. Contractor shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.
- 11.9. Contractor agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by BPS. Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide insurance required in this Agreement.
- 11.10. To the extent permitted by law, Contractor's insurance shall contain a waiver of rights to recover from BPS or its insurance.
- 11.11. Any required insurance that Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by BPS's Risk Management Department and referenced in an addendum to this Agreement.

**12. TIME OF ESSENCE.** Time is of the essence concerning the performance of all terms and conditions of this Agreement.

**13. STANDARD OF CARE.** In providing Services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by BPS, Contractor will correct those Services not meeting such a standard.

**14. INDEMNIFICATION.**

- 14.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS

until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

14.2. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

**15. SUCCESSORS AND ASSIGNS.** BPS and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither BPS nor Contractor shall assign, sublet, convey, or transfer its interest in this Agreement 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 BPS, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than BPS and Contractor.

**16. GOVERNING LAW AND REMEDIES.**

16.1. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Brevard County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in 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.

16.2. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**17. CONFLICT OF INTEREST.** 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 of Services required hereunder, as provided for in Section 112.311, F.S. Contractor further represents that no person having any interest shall be employed for said performance of services. Contractor shall promptly notify BPS in writing by certified mail of all potential conflicts of interest for any prospective business association, interest, or other circumstances that may influence or appear to influence Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Contractor may undertake. Contractor shall request an opinion by BPS as to whether the association, interest, or circumstance would, in the opinion of BPS, constitute a conflict of interest if entered into by Contractor. BPS agrees to notify Contractor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Contractor. If, in the opinion of BPS, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Contractor, BPS shall so state in its response, and Contractor may, at its option, enter into said association, interest, or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to BPS by Contractor under the terms of this Agreement. If BPS, in its sole discretion, determines that there is a conflict, Contractor shall not enter into or if already entered into, will immediately terminate such arrangement or Agreement with the subject business associate.

**18. INDEPENDENT CONTRACTOR RELATIONSHIP.**

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



relationship and the relationship of its employees to BPS shall be that of an independent contractor and not as employees or agents of BPS. Contractor does not have the power or authority to bind BPS in any promise, agreement, or representation.

18.2. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

19. **ARREARS.** Contractor shall not pledge BPS's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## 20. **CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS.**

20.1. Contractor shall deliver to BPS for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by Contractor for BPS under this Agreement.

20.2. All BPS written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by BPS at its expense will be kept as Confidential Information by Contractor and will not be disclosed to any other party, directly or indirectly, without BPS's prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at BPS's expense shall be and remains BPS's property and may be reproduced and reused at the discretion of BPS. As requested, BPS shall comply with the provisions of Chapter 119, F.S.

20.3. The Party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, F.S.

## 21. **PUBLIC RECORDS.**

21.1. **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 BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, [recordsrequest@brevardschools.org](mailto:recordsrequest@brevardschools.org), BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**

21.2. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all

public records in the possession of Contractor upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

- 21.3. A request to inspect or copy public records relating to BPS's contract for services must be made directly to BPS's Custodian of Public Records. If BPS does not possess the requested records, BPS's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to BPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If Contractor does not timely comply with BPS's request for records, BPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
  - 21.4. Should Contractor fail to provide the requested public records to BPS within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
  - 21.5. Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to BPS. Upon completion, expiration, or termination of this Agreement, Contractor shall transfer, at no cost to BPS, all public records in its possession or keep and maintain public records required by BPS to perform the services. If Contractor transfers all public records to BPS, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public records stored electronically must be provided to BPS in a format that is compatible with the information technology systems of BPS.
- 22. CONTINGENT FEES.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 23. ACCESS AND AUDITS.** Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. BPS or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts, and transcription during normal business hours, at BPS's cost, upon five (5) days' written notice.
- 24. NON-DISCRIMINATION.** Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.
- 25. SURVIVAL.** 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 Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.
- 26. AUTHORITY.** 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.
- 27. COMPLIANCE WITH LAWS.** Contractor agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable BPS policies and regulations, rules, and guidelines in connection

with the Services to be provided hereunder, including, without limitation, BPS Policy 6460 Vendor Relations. BPS agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.

- 28. SEVERABILITY.** If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 29. NAMES; TRADEMARKS.** Contractor shall acquire no rights under the Agreement to, and shall not use, the name of The School Board of Brevard County, Florida or the name of “Brevard County Schools” or “BPS” either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, “BPS Marks”) in any of Contractor’s advertising, publicity, or promotion; to express or imply any endorsement by BPS or Brevard County Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by BPS, except as expressly permitted herein. No advertisement, publication, or other use of BPS Marks shall be published or otherwise promulgated by Contractor without BPS’s prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.
- 30. COPYRIGHTS.** Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee, or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that BPS has the right to make copies through in-house printer or other non-commercial means, of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within BPS for purposes related to BPS business, operations, the delivery of the educational program, or to comply with the requirements of law, rule, policy, or regulation.
- 31. PROTECTION AND HANDLING OF DATA.**
- 31.1. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to BPS or an individual identified with the data or information in Contractor’s custody.
- 31.2. **Compliance with Laws and BPS Policies and Procedures.** Contractor will not knowingly permit any Contractor’s personnel to have access to any BPS facility or any records or data of BPS if the person has been convicted of a crime in connection with (1) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (2) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee’s states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors’ compliance with such obligations.
- 31.3. **FERPA.** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by

or imposed upon BPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.

- 31.4. **HIPAA, CIPA, and GLBA.** Contractor also agrees to comply with all applicable state and federal laws, regulations, and BPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- 31.5. **Data Security.** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). Likewise, BPS agrees to conform to the following measures to protect and secure data:
- 31.5.1. **Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with BPS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.
- 31.5.2. **Data Storage and Backup.** Contractor agrees that any and all BPS data will be stored, processed, and maintained solely on designated servers and that no BPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by BPS with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by BPS for any general or specific case.
- 31.5.3. Contractor agrees to store all BPS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
- 31.5.4. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no BPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an BPS officer with designated data, security, or signature authority.
- 31.6. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall return all data to BPS in a useable electronic form, and erase, destroy, and render unreadable all BPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of BPS, whichever shall come first.
- 31.7. **Data Breach.** Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws, including, but not limited to, Section 501.171, F.S., that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify BPS immediately and assume responsibility for informing all such individuals in accordance with the

applicable law and to indemnify, hold harmless, and defend BPS, its board members, employees, and representatives from and against any claims, damages, or other harm related to such Notification Event.

- 31.8. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide BPS with prompt written notice so that BPS may seek an appropriate protective order or other remedy. If a remedy acceptable to BPS is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 31.9. **Remedies for Disclosure of Confidential Information.** Contractor and BPS acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage BPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give BPS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants BPS the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- 31.10. **Safekeeping and Security.** As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.
- 31.11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and BPS.
- 31.12. **Request for Additional Protection.** From time to time, BPS may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline BPS's request.
32. **NON-EXCLUSIVE AGREEMENT.** The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.
33. **ENTIRETY OF AGREEMENT.** BPS and Contractor agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto. In the event a conflict arises, the Parties shall discuss any such conflict and the priority of controlling documents shall be as follows: this Agreement, the solicitation, any addenda, and Contractor's response to the solicitation. Note that BPS reserves the exclusive right to rectify any conflicts in its sole discretion.
34. **CONFLICTS.** If there is a conflict between this Agreement and any Exhibits and/or Attachments attached, this Agreement governs.
35. **CONSTRUCTION OF AGREEMENT.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

**36. OTHER CONDITIONS.**

- 36.1. **Legal Authority.** It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.
- 36.2. **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto.
- 36.3. **License and Permits.** Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under Federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
- 36.4. **Location.** All Services shall be performed and located in appropriate settings that are convenient, safe, clean, and well-maintained.
- 36.5. **Access.** BPS agrees to provide full accessibility to property owned or leased by BPS for Contractor's employees to perform Services as agreed upon herein. For software support, BPS agrees to allow for secure, remote access to the system via internet-based tools such as WebEx or PCAnywhere or as outlined and agreed upon herein.
- 36.6. **Covenant Not-to-Hire.** Each Party agrees not to hire or attempt to hire employees of the other Party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other Party.
- 36.7. **Public Entity Crime.** Pursuant to Section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with BPS: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, it may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted contractor list.

**37. DEBARMENT.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 37.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- 37.2. Have not, within the preceding five (5) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 37.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph.
- 37.4. Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

37.5. Contractor agrees to notify BPS within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

38. **NON-WAIVER.** The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

39. **FORCE MAJEURE.** Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.

40. **NOTICE.** All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

**THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

Attention: Procurement and Distribution Services  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940

**REAXIUM INC.**

Attention: Maria Riquezes  
23123 State Road 7, Suite 200C  
Boca Raton, Florida 33428

41. **COUNTERPARTS.** This Agreement may be executed in counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one (1) original document.

42. **E-Verify.** Under Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, BPS has made and executed this Agreement and Contractor has made and executed this Agreement on the day and year written below.

**REAXIUM INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Misty Belford, Board Chairperson

Send required insurance certificates to the Procurement and Distribution Services Department.  
New Contractors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: Maria Riquezes  
Email Address: MRIQUEZES@REAXIUM.COM  
Phone Number: 855-732-9486 ext. 8



**Exhibit "A"****SCOPE OF SERVICES**

Reaxium will provide Bus GPS and Student Tracking System as described in its response to the RFP and as presented during the evaluation process. This will include, but not be limited to implementation, onsite training sessions, installation and testing of hardware, ongoing support services.

In addition to the overviews below which were part of the Reaxium response to the RFP, and Reaxium's entire response to this RFP are hereby included by reference.

**A. ReaXium Solutions Offerings**

## ReaXium Vizion Overview

ReaXium VIZION GPS is a comprehensive geo-positioning system based on GPS-GPRS / Satellite technologies that provides asset security, logistics, accident prevention and connectivity to vehicle computers in real time. This software uses different technologies and achieves a perfect integration with the most used commercial GPS equipment on the market. In this way it makes possible its adaptation to a wide range of industries, specifically the operation of school bus fleets for public transportation.

The approach with which ReaXium Vizion ® GPS was devised means that the operating levels can analyze the details and that the management levels can focus solely on evaluating the performance of the operations through indicators, thus achieving efficient and effective management of their processes and focusing the same in satisfying the needs of their passengers and greater school community. It is also possible to achieve full integration with any ERP system, inheriting data, for the settlement of payments for each unit and exporting information to it, to carry out the management of collections and payments, and reflect on the balance sheet the impact of all the activities involved in vehicle tracking.

ReaXium Vizion ® GPS is completely designed to work online with Web clients operating from the Internet or an Intranet.

The ReaXium Vizion ® GPS solution consists of:

- Web platform: Monitoring and control software developed by Globalis SA
  - The platform has a configuration back- end (accessible with special permissions) and a front-end intended for clients and / or end users.
  - The entire platform has security configuration by profiles which gives it great flexibility.
- Mobile platform : Fleet management software for iOS and Android.
- Communication Drivers: Set of applications designed to manage all TCP / UDP traffic and traffic from satellite links. Drivers are designed to handle large volumes of data using asynchronous processes for this purpose.
- Specific hardware: if required and thanks to the Know - How that Globalis SA has acquired, it is also possible to provide integrations and / or complementary developments to these solutions.

The ReaXium Vizion ® Platform is developed on the .NET Framework 4.5, built with the HTML5 programming standard, which gives it "multi-browser" and multi- device characteristics, and the information can be viewed on mobile devices (with Android and iOS operating systems). It also uses technologies such as C#, JavaScript, JSON and Ajax, among others, which allows improving the performance and usability of the application. In turn, its software architecture is designed under the MVC (Controller View Model) pattern, which allows development to be carried out in clearly defined layers that facilitate system maintenance.

It supports bidirectional data traffic to and from AVL equipment, allowing queries and sending commands in real time. This is possible in both communication channels: GSM / GPRS or Satellite ( Orbcomm ). It allows scheduling "commands" for cases in which there is no connectivity with the equipment(s). In addition, you can check the history of commands sent with identification of which user performed the action. It is prepared to support duality of links, both for access to the web portal, as well as for input / output communications between the equipment and the drivers.

It provides a decentralized deployment architecture, allowing each of the structural components of the system (BBDD, Socket, application, etc.) to be installed on independent servers, thus achieving better execution performance and making the platform scalable according to the district's needs

Functionalities of the Web Platform:

- **Operational Solution:** Manage the total control of your fleet, carrying out detailed monitoring of each of the trips made and analyzing, for each vehicle, the variables of greatest interest such as speed, stops, entrances and exits to areas. Group and assign the vehicles of the fleet to the different sectors of your operations.
  - Trip Reports
  - Speed Report
  - Stop Report
  - Fleet Mileage Report
  - Event Report
  - Report Planner
  - Departmentalization
- **Logistics Solution:** Count on the necessary tools to carry out a control and follow-up of the state of the vehicles and their location. Define road maps and identify points of interest.
  - Points of Interest
  - Areas by software
  - Geo-positioning Report
  - Surroundings
  - Trip Time Control
- **Real Time Tracking Solution:** Adapt the concept of real time to the transportation and vehicle control industry in general, thus reducing the time gap between events and decision-making.
  - Tracking Module
  - Sending Commands
- **Maintenance Solution**
  - Vehicle Maintenance
  - Maintenance Report
- **Administrative Solution**
  - Security Module
  - Configuration Module
- **Extra Features:**
  - Integrations with routing software
  - GPS Health report
  - Bus search
  - Weather overlay
  - Single sign-on

Vizion® GPS Mobile

GLOBALIS SA has developed the corresponding app of ReaXium-Vizion ® to have all the information of the fleet in mobile devices with iOS and Android operating systems. In the mobile version, the most widely used reports have been implemented: positions of the entire fleet, trip report and speed report.

### **B. Vizion® GPS Customizations**

GLOBALIS SA over the last 10 years has developed different customizations of the solution, always seeking to be able to comprehensively satisfy the needs of each client. Some of the most important customizations are listed and detailed below.

- Route Sheet and Route Sheet Compliance
- Incident Reports
- Violation Report
- Driving Report

- Reproduction of Accidents

#### Vizion® GPS Mobile Device Hardware Specifications

MCX201 ADVANCED LTE Cat 1 TRACKER or better.

Morey MCX201 is ADVANCED tracker with internal GNSS, GSM antennas, configurable digital, analogue inputs and digital outputs, negative input, impulse inputs, Bluetooth connectivity and backup battery.

Please see additional materials provided for more information and detailed descriptions.

The ReaXium Vizion Platform and Reaxium School Bus solution are integrated to provide districts with the most comprehensive visibility over fleet location and student ridership.

### **C. ReaXium School Bus Solution Overview**

ReaXium School Bus is a comprehensive student ridership solution aimed to contribute to the safety of school bus transportation by ensuring everyone stays connected throughout the daily transport process. It combines hardware, software, and services to provide you the tools to serve the community better. By activating the solution, the Brevard Public Schools (BPS) will effectively:

- Facilitate State Ridership Reporting Audits required every school year.
- Know when, where, and which students are boarding and exiting the bus every day.
- Avoid discrepancies between transportation planning and students' reality.
- Mitigate the spread of COVID-19 in such enclosed space during the bus trip.

How do we help?

Rugged mobile devices are mounted onboard the County's school buses. These devices serve as a GPS unit, driver route assistant, and student ridership counter. Drivers and riders authenticate or check-in to the installed devices using their RFID-enabled ID card. By procuring and distributing badges to riders and drivers, the County can accurately monitor ridership on any of their buses when these passengers scan their provisioned ID cards. Equipped with SIM cards, the devices are constantly syncing to the cloud server with their geo-localization and the status of the routes and passengers.

This information is instantly available to other key stakeholders of the school and community through a variety of software applications. The ReaXium portal and its dashboard allows administrators at the district, school, or fleet level to have real-time monitoring of their active buses and the riders onboard, as well as access to generate activity reports based on bus, route, riders, etc. The ReaXium Parents App grants subscribed stakeholders, such as parents or guardians of bus riders, the ability to receive notifications of their bus or student status. When a student authenticates at the onboard mobile device, their parent/guardian(s) receives a notification through the app that they have successfully boarded, including time and location information for this action. App users can also review route information and track their student assigned buses in real-time.

As a managed service, we ensure access to the most up-to-date and tested software versions, as well as guidance and support regarding training and enrollment. ReaXium is the safest route for students, providing the School Board of Brevard County the tools to improve and secure student transportation.

#### ReaXium Device App

Each onboard device will come preloaded with the most up-to-date version of the ReaXium School Bus Device App. The application can only be accessed provided a unique login. To access the app, drivers will have to authenticate their identity. The methods currently available and subject to the County's decision are username and password, 4-digit pin code, fingerprint, and/or RFID card (recommended).

Upon authentication, the driver will be able to see a list of routes available on that device. They will then select the appropriate route at the time to start it. Once started, administrators will be notified of a newly activated route (see ReaXium Web Portal & Dashboard), and the notification process to families of bus arrivals will begin (see ReaXium Parents App). During the route, the driver will have voice assistance regarding the next stops. Additionally, they will see how many and which students to expect per stop. When a student boards, they will also authenticate using their student ID card (RFID-enabled) at the ReaXium Device's NFC Contactless card reader. When successfully authenticated, the passenger roster for that bus will be updated in real-time, the assigned seat will be provided, and the student's family will be notified of their status. Students will also authenticate when exiting their school bus.

The device provides a right-of-way guarantee, meaning that if a student is trying to board the incorrect bus or exit at the incorrect stop, the device will show the driver and student the reason their check-in has been flagged, allowing drivers to help these students. In the event of an emergency, incident, or delay, the driver will be able to notify administrators and families with the push of a button using an array of customizable alert options. Finally, upon reaching their destination, drivers will be able to see if any students remain onboard and have not checked out.

Constantly syncing to the cloud, the device app allows administrators and families to have access to real-time information including student ridership, route status, and bus location.

This software component will be subject to version updates throughout the contract period in order to provide the County with the greatest level of service. Improvements to the software are subject to client feedback, product changes, and development timeline. Such software updates will be coordinated with the County's fleet operator to avoid disruption to regularly scheduled service.

#### **D. ReaXium Web App & Dashboard**

The ReaXium Web App is an easy-to-use portal aimed to empower administrators with a complete view of their transportation system, including the ability to remotely track their fleet and monitor their ridership.

This portal is accessible through a web browser and requires a unique login to access. The County will be able to select which administrators at the district- or school-level should receive access to the web portal and dashboard. District-level administrators will be able to directly oversee all schools and the buses servicing them, whereas school-specific administrators will have access only to their school's riders and buses.

The ReaXium Web App's dashboard view will give administrators a real-time look at the status of the district's transportation services. Counters highlight the number of passengers transported and routes started that day, as well as the number of alerts dispatched if any. A notification timeline logs all of the activity of the ReaXium Devices in the fleet in real-time, such as notifications about routes starting and ending, as well as any alert sent by a driver from their onboard device. Selecting a bus displays an onboard student roster. The dashboard also includes a map view of the device/bus locations in real-time. Active buses will be shown in green. If selected, the route they have activated will be displayed on the map and their onboard student roster will be shown.

Aside from the real-time dashboard that shows daily fleet performance, the web portal also allows administrators to instantly manage and register their stops, routes, and riders. In other words, if an administrator needs to revise a route, they can do so from their workstation and the newly revised route will be available on the appropriate onboard devices just by syncing. Remotely managing the students, drivers, and trips planned is just one of the great features of the ReaXium School Bus solution. With manual Routing management in place, the District can also count on frequent integration between ReaXium Databases and the County's current student and route information.

#### **E. Reports**

The ReaXium School Bus solution includes a variety of on-demand reports for FTE Reporting, Route Traffic Analysis, Contact Tracing by Student or Driver, Student Ridership History, Flagged Students Reporting, Bus Rider Verification, Executed Run Reports, and Bus Seating Charts, among others such as exports of information for Students, Riders, Assigned Badges, Drivers, Administrators, Buses, Routes, Stops, Devices, etc. New reports of captured data can be generated for the District but may incur additional costs depending on the scope.

## F. ReaXium Parents App

Parents and legal guardians also benefit from our solution. When seeking safety and peace of mind while their children use school transportation, the ReaXium Parents app allows them to get real-time notifications regarding the students' school bus route, location, and status. Parents, guardians, and/or authorized extended family members of students serviced by the County's school bus transportation will be eligible to subscribe to ReaXium for access to the mobile app.

It is available for Android and iOS devices as well as other devices as a mobile-friendly web application.

## G. Technical Descriptions

Below please find the model names and version numbers of the hardware, software, and firmware components of the proposed solution. A Bill of Materials has been included.

### 1. Software

Student Ridership Software – ReaXium School Bus

- ReaXium Device App
- ReaXium Web App
- ReaXium Parents App

System Requirements

- The ReaXium School Bus solution ensures a system uptime of 99.9%, excluding planned downtime.
- The solution provides the ability to customize fields with the use of a client specific dictionary of terms (defined during the Project Implementation). Adding/deleting fields from the database structure itself might require customization which may incur additional costs.
- We have defined user roles where we control the read and write permission based on these roles. The solution provides the ability to automate account creation and permissions access.
- The solution includes periodic backup that can be customized and scheduled in the event of disaster requirements and contingency as well as the archiving of records within specific and defined limits.
- The solution supports the creation of a unique card number including RFID for transportation. RFID cards traditionally come pre-programmed with a unique 16-digit CSN (card serial number), which can be read and associated with a student record.
- The ReaXium School Bus Portal (for administrators) and Parents App (for families) are web-based applications that can be accessed from any type of device (e.g., laptop, iPhone, android device, tablet, desktop) with an internet connection. These applications require user authentication to access.

Security Features

- Operating system patches, bug fixes, upgrades, and more are performed based on AWS (Amazon Web Services) recommendations. When software vulnerabilities are revealed, ReaXium obtains the patches and categorizes the urgency of application as either "critical" or "noncritical" in nature. The determination of the critical/non-critical nature of patches is solely at the discretion of ReaXium, and ReaXium shall have no liability with respect to such determination. ReaXium will conduct testing for patches on its internal testing environment. Patches will be applied after they have been approved and qualified. Non-critical patches are typically applied on a trimester basis whereas critical patches are applied on an 'as needed' basis.
- The Web applications require user authentication by unique credentials to protect against unauthorized access and unauthorized use. Permissions according to the user role further protect against unauthorized use. The Device application requires user authentication either by unique credentials or an RFID badge to protect against unauthorized use. On request, we can incorporate multi-factor authentication as needed.
- The solution provides a security architecture that allows for delegated access to comply with the Principle of Least Privilege (PoLP). For example, there are accounts available for different roles such as ReaXium

Support administrator (superuser), District-Level Data Administrator, District-Level View-Only Administrators, and School Based Administrators.

- The proposed solution for Student badging, can disable student IDs from the previous year. The disabling of previous student IDs and creation of records for new student IDs is completed as part of an annual data load process with the technical support team. The solution provides the ability to disable the badge immediately as soon as it is reported lost as it uses a status field to designate a card as 'Active' or 'Inactive'. Additionally, BPS can utilize another custom field to hold deactivation reasons. This feature with ReaXium School Bus will allow for reportedly lost badges to be reflected as such for Student Location scanning.

## 2. Hardware

ReaXium is a managed service; if a device malfunctions we will replace the unit. In the case of a loss or damage of the equipment due to negligence or mal use, there will be a \$1000 charge per unit.

The ReaXium School Bus system does not require an onsite server(s), it runs on an AWS datacenter with certification for compliance with ISO/IEC 27001:2013, 27017:2015, 27018:2019, and ISO/IEC 9001:2015 and CSA STAR CCM v3.0.1.the cloud (<https://aws.amazon.com/compliance/iso-certified/>)

The system's database is centralized and ODBC compliant. The database's high availability structure supports fiber channel SAN Storage provided by Amazon Web-Services. The system uses high availability Apache Web Server clusters, version 2.4.18. It can be accessed remotely by external clients through our secure web servers located in a DMZ. It also allows for the installation of a third-party security SSL certificate to encrypt online connections and protect all sensitive data purchased and maintained by the district.

## 3. Workstations:

The solution works and is supported by browsers running on a Windows device, the minimum specifications for a Windows workstation would be:

- A Windows 8.1 or Windows RT 8.1 PC.
- Processor. 1 gigahertz (GHz) or faster with support for PAE, NX, and SSE2.
- RAM. 1 gigabyte (GB) (32-bit) or 2 GB (64-bit)
- Hard disk space. 16 GB (32-bit) or 20 GB (64-bit)
- Graphics card. Microsoft DirectX 9 graphics device with WDDM driver.
- Internet access (ISP fees might apply)

The minimum specifications for a Mac workstation would be:

- macOS 10.9 or greater
- Macintosh computer with an Intel x86 processor
- RAM. 1 gigabyte (GB)
- Hard disk space. 16 GB (32-bit)

The most updated versions of the components of ReaXium School Bus have been Firefox, Version 85.x (64-bit Windows), Internet Explorer 11 (64-bit Windows) and Google Chrome, Version 89.x (64-bit Windows) tested and supported.

The system's implementation does not require print server hardware or software. The system supports and relies on the browser's default Adobe printing and will work with the users' printing hardware in current use.

## 4. Devices for Buses:

The ReaXium Mobile Devices are rugged tablets with the following features or better:

- Android operating system
- Qualcomm 1.8GHz Octa-core
- 8" capacitive multi-touch display
- Front (8MP) and rear (13MP) cameras.
- Micro USB port
- 8000 mAh battery

- Optical fingerprint scanner (can be covered, if needed)
- NFC card reader
- Barcode (1D/2D/QR) scanner
- Wireless communications: Bluetooth, WiFi, 3G/4G/LTE, GPS enabled The ReaXium Mobile Devices include a micro-USB charger cable and box.

Hardware requirements for mounting will be decided following bus evaluation where holder, placement, attachment materials, and more will be recommended and subject to approval.

#### **5. Current Materials for Buses:**

- ReaXium Device (see above)
- SIM card
- Charging Cable
- Holder + Double Ball Mount

More information regarding specifications for weight, size, and power for the installed hardware on board buses:

- Weight: A double-ball mount that supports 2+ lbs is more than enough to support the ReaXium Devices (in holders) and any vibrations from transportation services. The ball-socket system provides shock damping and allows for near-infinite adjustability, achieving an ideal viewing and operating angle of your device. (Recommended: RM2XAMPS-MET)
- Size: A universal spring-loaded holder for 8-inch tablets (and case) is needed to secure the ReaXium Devices. (Recommended: RAM-HOL-TAB12U)
- Power: A 3-meter Micro-USB charger to grounding wires is needed to connect to the bus battery for power supply. (Recommended DC 12V to 5V Power Inverter Hardwire Converter Kit)

#### **6. Network**

- The ReaXium School Bus solution is cloud-based and includes cellular/wireless service and hardware for the bus fleet to use to scan information in real-time.
- The ReaXium School Bus solution is compatible with all current BPS systems and standard networks.
- All network communications are secure. The ReaXium Secure Network Communications (SNC) provides additional protection of stronger authentication methods and encryption for securing all internal and external connections, in addition the ReaXium Infrastructure operates under constant Vulnerability Handling and Treat Mitigation Services to guarantee Data Integrity, Availability and Confidentiality of our business systems and clients applications.
- The ReaXium Devices each come equipped with a Micro SIM card for cellular connectivity (Up to two different companies if necessary). Having a WI-FI network available at the School Bus Outdoor Depots (recommended: Outdoor WIFI Antenna) ensures greater connectivity and reliability of bulk data transfer/synchronization when not on route.
- The system continues to function if there is a loss of connection until it is re-established. Once re-established, all locally stored data is synchronized to the online records.

**Exhibit "B"**

**FEEES FOR SERVICES**

<b>TOTAL Cost Summary</b>							
<b>DUAL GPS &amp; STUDENT TRACKING SYSTEMS</b>							
Item No.	Description	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total Cost
<b>Implementation</b>							
1	Upfront Set-Up Fee per Bus covers Service Activation, Training, Installation, etc.	\$ 213,216.56					\$ 213,216.56
<b>Monthly Services</b>							
2	Dual GPS Tracking & Student Tracking Licensing, Hosting, Software & Monitoring Services	\$ 462,465.60	\$ 462,465.60	\$ 462,465.60	\$ 462,465.60	\$ 462,465.60	\$ 2,312,328.00
<b>Totals:</b>		<b>\$ 675,682.16</b>	<b>\$ 462,465.60</b>	<b>\$ 462,465.60</b>	<b>\$ 462,465.60</b>	<b>\$ 462,465.60</b>	<b>\$2,525,544.56</b>
		<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>	<b>Total Cost</b>
<b>Both Systems</b>		<b>\$ 675,682.16</b>	<b>\$ 462,465.60</b>	<b>\$ 462,465.60</b>	<b>\$ 462,465.60</b>	<b>\$ 462,465.60</b>	<b>\$2,525,544.56</b>

<b>Year 1 Itemized List</b>	<b>Price</b>	<b>Payment Due</b>
<i>Upfront Set-Up Fee per Bus Devices (Fleet = 472 vehicles)</i>	\$213,216.56	Due Upfront
<i>Dual GPS Tracking &amp; Student Tracking Licensing, Hosting, Software &amp; Monitoring Services</i>	\$462,465.60	Due in Monthly payments
Year 1 Upfront Total	\$213,216.56	
Monthly Fee (1 month)	\$38,538.80	
<b>Year 1 Total</b>	<b>\$675,682.16</b>	
<b>Year 2 Itemized List</b>	<b>Price</b>	<b>Payment Due</b>
<i>Dual GPS Tracking &amp; Student Tracking Licensing, Hosting, Software &amp; Monitoring Services</i>	\$462,465.60	Due in Monthly payments
Monthly Fee (1 month)	\$38,538.80	
<b>Year 2 Total</b>	<b>\$462,465.60</b>	
<b>Year 3 Itemized List</b>	<b>Price</b>	<b>Payment Due</b>
<i>Dual GPS Tracking &amp; Student Tracking Licensing, Hosting, Software &amp; Monitoring Services</i>	\$462,465.60	Due in Monthly payments
Monthly Fee (1 month)	\$38,538.80	
<b>Year 3 Total</b>	<b>\$462,465.60</b>	
<b>Year 4 Itemized List</b>	<b>Price</b>	<b>Payment Due</b>
<i>Dual GPS Tracking &amp; Student Tracking Licensing, Hosting, Software &amp; Monitoring Services</i>	\$462,465.60	Due in Monthly payments
Monthly Fee (1 month)	\$38,538.80	
<b>Year 4 Total</b>	<b>\$462,465.60</b>	
<b>Year 5 Itemized List</b>	<b>Price</b>	<b>Payment Due</b>
<i>Dual GPS Tracking &amp; Student Tracking Licensing, Hosting, Software &amp; Monitoring Services</i>	\$462,465.60	Due in Monthly payments
Monthly Fee (1 month)	\$38,538.80	
<b>Year 5 Total</b>	<b>\$462,465.60</b>	
<b>FIVE YEAR CONTRACT TOTAL</b>		<b>\$2,525,544.56</b>



**Expansion of Service:**

If a new vehicle will need ReaXium services, the upfront set-up fee per vehicle is \$451.73 and the monthly fees are \$81.65. Monthly fees are due for the duration of the contract.

**End of Contract:**

The ReaXium Managed Service Agreement can be renewed at the end of the contract term. If the service is not renewed, all equipment will be returned to ReaXium. BPS agrees to pay removal charges. BPS can choose to uninstall equipment at the District's expense and prepare for ReaXium retrieval from the District.

If the District is interested in transferring ownership of the wired GPS hardware, the cost per vehicle is \$1.00. ReaXium can perform deinstallation services for the Power Supply and Tablet Mount, as well as for the wired GPS Hardware if needed, for \$100 per vehicle. Tablets will be retrieved at no additional cost.