

## SERVICE AGREEMENT FOR MICROTRANSIT PILOT SERVICES

THIS AGREEMENT for MicroTransit Pilot Services for the City of Fort Lauderdale ("Agreement"), made this 19th day of December 2024, is entered into by and between the City of Fort Lauderdale, a Florida municipality ("City"), with its address located at 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Circuit Transit Inc., a Florida profit corporation ("Contractor"), with its principal address located at 501 East Las Olas Boulevard, Suite 300, Fort Lauderdale, Florida 33301; Email: [jason@ridecircuit.com](mailto:jason@ridecircuit.com); Phone: (305) 494-1612, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide MicroTransit Services for the City under a pilot program covering the planned services areas of Rock Island Community Development, Lake Aire Palm View Homeowners Association, Golden Heights Neighborhood Association, Dillard Park Homeowners Association, Lauderdale Manors Homeowners Association, River Garden Sweeting Estate Homeowners Association, Home Beautiful Park Civic Association, which some areas are a portion of Northwest-Progresso-Flagler Heights Community Redevelopment Area (the "Work"), and the City and the Contractor covenant and agree as follows:

### WITNESSETH

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposals (RFP) Event No. 161 – MicroTransit Pilot Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to RFP Event No. 161, dated April 12, 2024, ("Exhibit B"), except any language contained in Exhibit B suggesting that any part of Exhibit B is confidential is hereby deleted by this reference.
- (3) City's and Contractor's Negotiated Pricing Structure ("Exhibit C").
- (4) City and Contractor's Negotiated Scope/Statement of Services ("Exhibit D").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated December 19, 2024 and any attachments.
- B. Second, Exhibit D.
- C. Third, Exhibit A.
- D. Fourth, Exhibit C.
- E. Fifth, Exhibit B.

## **II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks necessary to provide MicroTransit Services for the City under a pilot program covering the planned services areas of Rock Island Community Development, Lake Aire Palm View Homeowners Association, Golden Heights Neighborhood Association, Dillard Park Homeowners Association, Lauderdale Manors Homeowners Association, River Garden Sweeting Estate Homeowners Association, Home Beautiful Park Civic Association, which some areas are a portion of Northwest-Progresso-Flagler Heights Community Redevelopment Area, as set forth in the Contract Documents, which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

## **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on upon final execution of the Agreement by the City and shall expire (2) years from the date of execution. The City reserves the right to extend this Agreement for three (3) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension of this Agreement is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

## **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

## **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any work involved in the work.

### **C. Termination for Cause**

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.



The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

#### The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Avenue  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall

cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2024), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not

extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

#### **M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

#### **N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.



Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

#### **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

#### **Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### **R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

#### **S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

#### **T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised.

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

#### **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders

any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

**AA. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list

created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any 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 (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2024), as may be



amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

**EE. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:	City Manager City of Fort Lauderdale 101 NE 3 <sup>rd</sup> Avenue, Suite 2100 Fort Lauderdale, Florida 33301
WITH A COPY:	City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, Florida 33301
FOR CONTRACTOR:	Jason Bagley, Executive Secretary, VP Strategic Growth Circuit Transit Inc. 501 East Las Olas Boulevard, Suite 300 Fort Lauderdale, Florida 33301

**FF. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

CITY OF FORT LAUDERDALE, a  
Florida municipality

ATTEST:

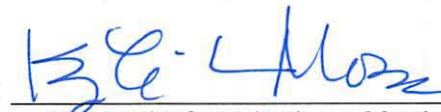
  
David R. Soloman, City Clerk



By:   
Susan Grant  
Acting City Manager

Date: December 19, 2024

Approved as to Form and Correctness:  
D'Wayne M. Spence,  
Interim City Attorney

By:   
Kimberly Cunningham Mosley  
Assistant City Attorney

**CONTRACTOR**

CIRCUIT TRANSIT INC., a Florida profit corporation

WITNESSES

Mary E. Croghan  
Signature

MARY E. CROGHAN  
Print Name

Karen Benvenuto  
Signature

Karen Benvenuto  
Print Name

By:   
Alexander Esposito, President

(CORPORATE SEAL)

STATE OF NEW YORK :  
COUNTY OF SUFFOLK :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of DECEMBER, 2024, by Alexander Esposito, as President, for Circuit Transit Inc., a Florida profit corporation.

MARY E. CROGHAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CR6095486  
Qualified in Suffolk County  
My Commission Expires July 14, 2027

(NOTARY SEAL)

Mary E. Croghan  
Notary Public, State of Florida NEW YORK (m)  
(Signature of Notary Public)

MARY E. CROGHAN  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification FLORIDA DRIVER LICENSE  
Type of Identification Produced FLA: DRIVER LICENSE



## Event # 161-0

**Name:** MicroTransit Pilot Services

**Description:** The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide MicroTransit Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**Buyer:** MCDONALD, KIRK

**Status:** Open

**Event Type:** RFP

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 0

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 03/22/2024 05:45:00 PM

**Open:** 03/22/2024 05:30:00 PM

**Q & A Close:** 04/05/2024 06:47:56 PM

**Close:** 04/12/2024 02:00:00 PM

**Dispute Close:**

## Questions

Question	Response Type	Attachment
Did You fill out and upload the Required Documents?	Yes No	Required Documents.pdf
Did you fill out and upload the W9?	Yes No Text	W9 Blank Form.pdf

## Meetings

Meeting	Description	Location	Date	Required
Pre-Proposal Conference	Teams Meeting Info: Call in: 954-686-7296 Phone Conference ID: 343 041 941# Meeting ID: 288 046 633 840 Passcode: TdddgL	Teams Meeting	04/04/2024 11:00:00 AM	No

## Event # 161-0: MicroTransit Pilot Services

### Attachments

Name	Attachment
Specifications	Event 161_Specifications.pdf
General Conditions	1. General Conditions - Rev 10-2022.pdf
Exhibit A	Exhibit A - Microtransit Service Area.pdf

### Commodity Codes

Commodity Code	Description
961-82	Transportation Services (Not Otherwise Classified)

### Line Details

#### Line 1: MICROTRANSIT SERVICES

**Description:** Dynamic routing with flexible start and end of route within designated zones.

**Item:** MICROTRANSIT SERVICES MICROTRANSIT SERVICES

**Long Item Description:** The planned service area for the pilot program will cover Rock Island Community Development, Lake Aire Palm View Homeowners Association, Golden Heights Neighborhood Association, Dillard Park Homeowners Association, Lauderdale Manors Homeowners Association, River Garden Sweeting Estate Homeowners Association, Home Beautiful Park Civic Association.

**Commodity Code:** 961-82 Transportation Services (Not Otherwise Classified)

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** MICROTRANSIT SERVICES

**Quantity:** 12.0000

**Unit of Measure:** MO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges:** No



## Event # 161-0: MicroTransit Pilot Services

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**Allowed:**

### Line 2: On-Call Microtransit Services

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**Description:** The city of Fort Lauderdale will have ability to use this service/provider for special events or any other needs; for example, emergency transportation during hurricane or flooding type events requiring evacuation/relocation.

**Item:** ON-CALL MICROTRANSIT SERVICES    On-Call Microtransit Services    On-Call Microtransit Services

**Long Item Description:** On-Call Microtransit Services

**Commodity Code:** 961-82    Transportation Services (Not Otherwise Classified)

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** ON-CALL  
MICROTRANSIT  
SERVICES

**Quantity:** 12.0000

**Unit of Measure:** MO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** Yes

**Add On Charges Allowed:** No

### Line 3: COST PROPOSAL Scenario A - Advertising revenue shared equal

---

**Description:** Considering the Scope of Work outlined herein, please provide the hourly rate for providing turnkey MicroTransit service that is offset by advertising revenue. In this case, if City chooses to allow advertising on vehicles, total advertising revenue would be shared equally between the Vendor and the City.

**Item:** COST PROPOSAL SCENARIO A    COST PROPOSAL Scenario A - Advertising revenue shared equal

**Long Item Description:** COST PROPOSAL: Scenario A - with advertising subsidy; please provide the information on the spreadsheet included in the RFP (see Page 29)

**Commodity Code:** 961-82    Transportation Services (Not Otherwise Classified)

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** COST PROPOSAL  
SCENARIO A - WITH  
ADVERTISING SUBSID

**Quantity:** 12.0000

**Unit of Measure:** MO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

## Event # 161-0: MicroTransit Pilot Services

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**Add On No  
Charges  
Allowed:**

### Line 4: COST PROPOSAL Scenario B - Advertising revenue kept by the V

---

**Description:** Considering the Scope of Work outlined herein, please provide the hourly rate for providing turnkey MicroTransit service where Vendor keeps 100% of advertising revenue and use it to offset hourly operating rate.

**Item:** COST PROPOSAL SCENARIO B    Cost Proposal Scenario B- Advertising revenue kept by the Ve

**Long Item Description:** Cost Proposal Scenario B- Advertising revenue kept by the Vendor

**Commodity Code:** 961-82    Transportation Services (Not Otherwise Classified)

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** COST PROPOSAL  
SCENARIO B

**Quantity:** 12.0000

**Unit of Measure:** MO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On No  
Charges  
Allowed:**

### Line 5: Cost Proposal Scenario C - No advertisement on vehicles

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**Description:** Considering the Scope of Work outlined herein, please provide the hourly rate for providing turnkey MicroTransit service if advertisement on vehicles is not allowed.

**Item:** COST PROPOSAL SCENARIO C    Cost Proposal Scenario C - No advertisement on vehicles

**Long Item Description:** No advertisement on vehicles allowed.

**Commodity Code:** 961-82    Transportation Services (Not Otherwise Classified)

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** COST PROPOSAL  
SCENARIO C

**Quantity:** 12.0000

**Unit of Measure:** MO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** Yes

**Add On No  
Charges**

## Event # 161-0: MicroTransit Pilot Services

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**Allowed:**

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide MicroTransit Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Kirk McDonald at (954) 828-5073 or email at [kmcdonald@fortlauderdale.gov](mailto:kmcdonald@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

### 1.3 Pre-proposal Conference and Site Visit

A pre-proposal conference will be held via Teams on **April 4, 2024, @11:00am** for this Request for Proposal. It is strongly suggested that all Proposers attend the pre-proposal conference. Please refer to the "Meetings" tab in Infor for more information.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Proposers attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Proposers to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda,

posting results, and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

#### **1.5 Electronic Bid Openings/Proposal Closings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*



## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### **2.4 Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

### **2.5 Pricing/Delivery**

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

### **2.6 Price Validity**

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### **2.7 Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number

of hours for each task element, and the percentage of work completed.

**2.8 Related Expenses/Travel Expenses**

All costs, including travel, are to be included in your proposal. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

**2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services

and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

Proposers shall be in the business of providing MicroTransit Services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.17.1** Proposer or principals shall have relevant experience in providing year-round MicroTransit Services. Project manager assigned to the work must have experience in providing operations management and oversight for MicroTransit Services and have served as project manager on similar projects.

**2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a

firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

## **2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a

staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## **2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:  
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

### **2.20.5 Definitions**

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.



- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## **2.21 Protest Procedure**

**2.21.1** Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

## **2.22 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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, sub-contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.23 Subcontractors**

## **2.24 Proposal Security - NA**

## **2.25 Payment and Performance Bond – NA**

## **2.26 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits

as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all

losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

**2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

**2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

**2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

**2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

**2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

**2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.27 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

**2.28 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award.

**2.29 Damage to Public or Private Property**

Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.30 Safety**

Please refer to Sections 3.3.8 and 3.3.12 for further information

**2.31 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of

any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.31.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure.

**2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure.

**2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.31.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.32 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.33 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

**2.34 Manufacturer/Brand/Model Specific Request - NA**

**2.35 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) year(s) from that date. The City reserves the right to extend the contract for additional three (3) one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. All renewals based on availability of funding.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.36 Cost Adjustments - NA**

**2.37 Service Test Period**

If the Contractor has not previously performed the services to the City, the City reserves the right



to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

#### **2.38 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all services under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

#### **2.39 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements.
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

#### **2.40 Substitution of Personnel**

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

#### **2.41 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify,

sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.42 Condition of Trade-In Equipment - NA**

**2.43 Conditions of Trade-In Shipment and Purchase Payment - NA**

**2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) 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 the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

**2.45 Service Organization Controls - NA**

**2.46 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.47 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **3.1 Project Definition and Objective:**

The City of Fort Lauderdale (City) is a rapidly growing municipality in South Florida and is the current county seat of Broward County covering an area of 36.30 square miles with a population of over 180,000. With its pristine beaches and waterways, along with world-class transportation hubs such as the Fort Lauderdale-Hollywood Airport and Port Everglades, the City welcomes millions of visitors per year. The city is constantly seeking solutions to improve mobility for those who live, work, and play in the City.

High-frequency transit is not always within walking distance of where people live and work. In those areas MicroTransit connects people to other transit services, providing first-last mile service. On the other hand, high-frequency fixed route transit service is not always practical due to its cost or lack of ridership along the proposed routes. MicroTransit offers appropriate coverage at a reduced cost as compared to fixed route service. The main goal of this service is to expand the reach of transportation services, particularly in areas that are lacking other reliable transportation options.

#### **3.1.1 The primary objectives of the service are to:**

- provide a safe, clean, reliable, and efficient public on demand service throughout the boundaries of the service area(s).
- provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as ambassadors. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on this project.
- provide the flexibility to scale operation up or down depending on demand and supply and program metrics/need.
- feature a user-friendly mobile application.
- allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- have ability to use this service/provider for special events or any other needs; for example, hosting city to a convention or event, emergency transportation during hurricane or flooding type events requiring evacuation/relocation.

### **3.2 Services to be provided to the City:**

#### **3.2.1 SERVICE AREAS**

##### **Northwest Community Service Area**

To address the shifts in travel patterns and behaviors, long distances between origins and bus stops or destinations, and gaps in sidewalk/pathway infrastructure that currently exists in the Northwest Fort Lauderdale Service area, the City has identified the need to implement a MicroTransit pilot program in this area. The MicroTransit pilot program will help identify short and long-term transportation needs of this community and it will provide an immediate transportation alternative to both residents and visitors alike.

The planned service area for the pilot program will cover Rock Island Community Development, Lake Aire Palm View Homeowners Association, Golden Heights Neighborhood Association, Dillard Park Homeowners Association, Lauderdale Manors Homeowners Association, River Garden Sweeting Estate Homeowners Association, Home Beautiful Park Civic Association, which some areas are a portion of Northwest-

Progresso-Flagler Heights Community Redevelopment Area (CRA), as shown in the attached Exhibit 1.

This pilot program will be fully funded through a grant from the Florida Department of Transportation (FDOT). The pilot is anticipated to last approximately two (2) years, depending on funding and final service plan/associated costs. The City anticipates launching the program with two (2) to three (3) vehicles and scale-up or down depending on need and available funding. The City's goal is to commence this service as soon as possible.

#### **Current Service Areas**

The City of Fort Lauderdale is currently providing micro transit services in the Downtown Area (on-demand), Beach area (as a fixed loop service) and Galt Mile (on-demand). More information on the City's current MicroTransit service is available via [LauderGO! Micro Mover | City of Fort Lauderdale, FL](#)

#### **Other Services and Service Areas**

The proposal associated with this solicitation may be used to provide services in any other areas of the City (on-demand or fixed service) based on need, including but not limited to the current service areas as referenced herein available funding, and mutual agreement between the City and the Vendor.

Under this program, the City shall be able to request additional services as deemed necessary, subject to funding availability.

### **3.2.2 Compliance**

Vendor shall secure and maintain proper licensing, registration, and insurance for operation of the service from the appropriate entities. The Vendor is required to comply with Florida Statute Section 341.061, Rule Chapter 14-90 Florida Administrative Code (F.A.C.) and the US Department of Transportation (DOT) Title 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

### **3.2.3 Defining MicroTransit Services**

For the purpose of this solicitation, the MicroTransit service is characterized by the following:

- Dynamic routing with flexible start and end of route within designated zones.
- Technology-enabled: app-based service request within a geofenced area and real-time vehicle tracking features.
- Eco-friendly vehicles.
- Shared mobility with pooled rides.
- Local branding and/or advertising to offset operating cost, subject to City and FDOT approval as applicable.

### **3.3 Scope of Services**

#### **3.3.1 Service Operations**

- The selected Vendor shall provide an on-demand rideshare service within the zone described in Exhibit 1. Depending on funding, the City may pursue additional service areas to be served as part of this solicitation and resulting contract.
- Passengers can request a door-to-door service for trips originating and ending within the geofenced service area or first/last mile connection to the closest transit stop within the service area.
- The provider shall provide the necessary vehicles/equipment, technology, staff, and resources for this service throughout the term of the contract for a fully operational MicroTransit service (full-turnkey MicroTransit service).
- The City reserves the right to modify service area(s), fleet size, schedules, way of operation (on-demand or fixed route service) as needed to maintain service reliability and to respond to budgetary constraints. The Vendor will be notified in connection with any modifications within thirty (30) calendar days of any anticipated changes.
- The service shall operate as a continuous van pool, dynamically adjusting vehicle routing using a technology platform to appropriately meet ridership demand and service needs within the service area, minimizing wait times and trip length times.

#### **3.3.2 Service Days, Schedule, Vehicle Charging And Driver Breaks**

Service is anticipated to operate seven (7) days a week. Number of service hours, and vehicles will be determined based on available funding and hourly service cost.

To the extent feasible, driver's breaks and vehicle charging (as applicable) shall take place during time of lowest passenger demand, which will be determined after service start and a maximum of only one (1) vehicle per service zone could be out of service due to charging or for drivers' break at any given time. Billable hours will exclude time needed for vehicle charging and/or drivers breaks during which service is not being provided to the public.

#### **3.3.3 Service Interruptions**

All service interruptions shall be reported to the City immediately as they occur. Vehicle replacement or repair shall be expedited so that service interruptions are minimized. Vendor shall use best effort to commence service as soon as possible and no later than an hour from the time service interruption occurred. The Vendor shall not be compensated for any time elapsed without service. During the time vehicle is out of service, customer-friendly message shall be displayed on mobile application advising as to the reason why service is not available as well as when service will become available. A spare vehicle shall have the same exterior branding/design as program vehicle.

#### **3.3.4 Revenue-Generating Activities**

- The MicroTransit service shall be fare-free unless a fare is established by the City.
- Vendor and operators shall not solicit tips or gratuities either in cash or via the app for service provided.
- External advertising on vehicles may be allowed to offset the hourly cost of operating the service contingent on the approval by City and FDOT. Advertisements should not be controversial by nature (i.e., no alcohol, no tobacco, no human reproduction and adult-oriented goods and services, no profanity and nudity, no firearms, no message of violence, or no political ads). This option of anticipated revenue generating shall be detailed in the cost proposal.

- If advertisement is approved, the Vendor shall have the right to solicit and sell advertising to be installed on vehicles and enter into separate agreements with advertisers for the placement of advertising on the vehicles and negotiate the advertising rates. The City reserves the right to request and receive a copy of the separate agreements.
- The Vendor, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal, and installation of such advertising.
- The Vendor shall adhere to generally accepted principles of advertising in relation to appropriateness, not unfair or deceptive, and truthful. No advertising which is considered objectionable and offensive in its content or method of presentation shall be displayed.
- Prior to its installation of any advertisement, the Vendor is required to submit the advertisement content to the City's Project Manager, for the City's review and approval.
- The City, at its discretion, may request removal of any advertisement if it deems the advertisement is offensive, objectionable, or inappropriate.
- The Vendor is required to remove any and all non-compliant advertisement content within 24 hours after receipt of official notice from the City Manager or City's Project Manager. Additionally, any outdated advertisement shall be removed from the vehicles at no cost to the City.
- While the City understands the need to maximize advertising revenue, the City is also interested in maintaining a pleasant and aesthetic image and ensuring the quality-of-life of its residents.
- Vendor shall provide ability to charge a fee per rider and issue discounts via promo codes if the City decides to establish a fare for this service. The City shall keep all collected fare. Vendor may be entitled to keep only the fare processing fees.

### 3.3.5 Vehicles

- The Vendor shall provide, operate, and maintain wheelchair-accessible ADA compliant vehicles. At least one (1) ADA compliant vehicle is required per service area.
- To avoid service interruptions, spare vehicles shall be available.
- The Vendor shall be responsible for the acquisition, maintenance, storage and charging/fueling of the vehicles.
- The Vendor is responsible for the cleanliness of the interior and the exterior of the vehicles.
- The vehicles should be equipped with a global positioning system (GPS) devices and trip dispatching software tools that allow for the real-time tracking of the vehicles and facilitate the timely on-demand pickup/drop-off of passengers.
- Vehicles shall be compliant with Section 341.061, Florida Statutes and FAC Rule Chapter 14-90.
- Vehicles should be equipped with an operable air conditioning and heating system.
- Vehicle exteriors shall be free of grime, and other substances, and be free from cracks, breaks, dents, and damaged paint or wrapping that noticeably detracts from the overall appearance of the vehicle.



- Vehicles shall be equipped with a camera system with night vision, infrared and audio features capable of storing the videos for a minimum of 30 days. Cameras shall at the minimum capture passenger space, driver of the vehicle and path of vehicle travel. The Vendor shall be responsible for providing software, relevant licenses, and multi-user cloud platform that allow for the real-time monitoring of shuttle footage. The platform should have the capability to seamlessly store, replay, and download historical footage with date and time stamp as well as location information. The platform should be accessible via a standard web browser with a user-friendly interface.
- The City prefers electrical vehicles and would give additional consideration if at the time of proposal submission evidence of proposer's fleet containing any of the following vehicle(s): Polaris Gem e6 or similar, Tesla model Y or similar, Tesla model X or similar, 7 passenger electric van, 7 passenger non-electric van, 12 passenger electric van, 12 passenger non-electric van. Vendors can provide alternative vehicle types and associated hourly rates for the City to consider.
- No music should be played on board this service.

### **3.3.6 Requesting Trips**

The Vendor shall provide and maintain a technology platform that users can use to request service and that drivers can use for route planning and dispatch.

#### **1. Smartphone App**

The smartphone app shall be compatible with iOS and Android-powered smartphones. The app features should include the following:

- User friendly interface that passengers can use to primarily reserve and cancel requested trips, as well as provide feedback and receive service updates.
- Filter trips to ensure that they start and end within the selected zones and designated service hours.
- Allow passengers to request a wheelchair accessible vehicle.
- Navigation of vehicles to guide drivers through the most efficient route.
- Automatic ride pooling capabilities to optimize vehicle capacity while minimizing vehicle miles travelled (i.e., matching passengers that have similar origin/ destination and pickup time window).
- Provide the real-time location and estimated time of arrival of the vehicles for both passenger pickup and drop-off.

#### **2. Alternative Trip Request Methods**

The Vendor shall also provide alternative methods by which passengers can request trips online, via phone or by hailing. A trip request shall be allowed up to twelve (12) hours in advance of trip request time.

### **3.3.7 Reporting Requirements**

The Vendor shall provide a real-time on-line data portal where all relevant data sources are housed, and the City Project Manager and staff can track pre-determined metrics. The Vendor shall be responsible for tracking and reporting data including but not limited to:

- hourly, daily, weekly, monthly ridership
- vehicle occupancy
- service utilization per time of day, day, week, month (total time vehicles were engaged in providing service over the total service time available)

- trip origins and destinations
- heat maps
- minimum, maximum, and average wait times
- minimum, maximum, and average trip length
- wait times in tiers (0-5 minutes, 5-10 minutes, 10-15 minutes, 15-20 minutes, etc.)
- passenger demographics
- ride request method utilized
- number of canceled trips (by operator and by the customers) including the reason and the area. For cancelled trips, information as to duration of time between when ride was requested and cancelled shall be reported
- number of missed trips (if vehicle didn't serve customer and customer never cancelled request).
- number and nature of complaints on daily, weekly, and monthly basis
- gross/net revenue collected in case of fare system
- drivers' ratings and feedback received from the passengers.
- data related to trip purpose(s), passenger demographics, top requested trip origins and destinations.
- ongoing passenger survey shall be conducted. Scope of the survey will be discussed with the selected Vendor.
- quarterly reports
- annual reports
- all data should be available in graph form as requested by the City.

The Vendor shall provide City staff access to Vendor's software program (username and password) for the purpose of generating reports and monitoring service activity.

### **3.3.8 Drivers**

- The Vendor shall provide professional, experienced, well-groomed hospitality-oriented personnel who will serve as ambassadors for the City.
- Qualified drivers must be screened, hired, and trained by the Vendor, however, may undergo any further training deemed necessary by the City.
- The Vendor shall be responsible for training drivers in the following areas: customer service, handling complaints, equipment handling (i.e., vehicle and technology platforms installed on the vehicles), safety and other aspects requested by the City.
- The Vendor shall provide the City with background checks on all drivers. Vendor shall comply with the requirements of Section 435.04, Florida Statutes and ensure that only those employees who have successfully passed the background screening required by Section 435.04, and who meet the standards established by Section 435.04, be allowed to perform services under the program.
- The City shall have the right to reject or approve any driver.
- All drivers must have a valid Florida driver's license(s) and adhere to all City, Broward County, and state traffic and laws.
- Drivers must wear a company uniform and name tag, as requested by the City.
- Uniforms shall be clean and neat, free of wrinkles and without tear(s) or other signs of excessive wear.

- The Vendor is responsible for ensuring that drivers and all passengers on board vehicles are following all federal, state, or local regulations governing the operation of a vehicle on public or private streets.
- The Vendor should track and provide the City rating, number of complaints and compliments associated with each individual driver.

#### **3.3.9 No Driver Of A Vehicle Under This Program Shall:**

- Operate a vehicle while carrying a number of passengers that exceeds the capacity of the vehicle.
- Collect fares for the vehicle service unless approved by the City.
- Sit, sleep, loiter or permit others to sit, sleep or loiter within the passenger compartment of a vehicle.
- Use indecent or profane language, be guilty of loud or boisterous talking, shouting or disorderly conduct.
- Demand tips from passengers.
- Leave vehicle unattended at any time except to perform such duties as required to service passengers.
- Create, or materially contribute to, a parking problem or traffic congestion.
- Allow either the driver or any other passenger or occupant of the vehicle to drink or consume alcoholic beverages or to possess an open container of alcoholic beverages.
- Refuse or neglect to transport to any place in the assigned service.
- Drivers may refuse service to any person who is disorderly, or to any person who causes a driver to have a reasonable apprehension of fear for his or her safety. Those instances shall be properly documented and provided to the City.

The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.

#### **3.3.10 Marketing**

- The City shall be responsible for promoting this program including public outreach.
- The Vendor shall cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and efforts undertaken by the City both during launch phase and throughout the term of the program.
- The City shall be the exclusive spokesperson in connection with the work stated herein except that the selected Vendor may engage in marketing and public relations to increase utilization of the service upon approval by the City.

#### **3.3.11 Program Management**

The selected Vendor shall assign a project manager who will be the direct point of contact for the City in collaborating regarding the following activities:

- Planning, implementation, and day to day operation of services
- Conducting on-site evaluations
- Preparing performance reports
- Invoicing for services provided plus ad revenue credits, if applicable
- Manage sub-contractor (if applicable)
- Other service-related matters

### **3.3.12 Safety and Protection**

The Vendor shall comply with all applicable State of Florida Department of Transportation (FDOT) regulations including but not limited to Florida Administrative Code (FAC) 14-90 and federal safety requirements. The Vendor is required to prepare and implement a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that meets the requirements of FDOT and FAC 14-90, to be reviewed and approved by the City. The SSPP and SPP shall include documented evidence in the form of an approvals page that demonstrates that the authorized representatives of the City have reviewed and approved the Vendor's plans and confirmed that the plans meet the requirements of the FDOT and FAC 14-90 and are approved for implementation. The SSPP and SPP shall be submitted to the City at least 30 days prior to FDOT's annual certification deadline for City's review and comment. After reviewed and approved by the City, the SSPP and SPP shall be submitted to FDOT by the annual certification deadline. On an annual basis or more often as required, the Vendor shall perform a review of the SSPP and SPP for compliance with the FAC 14-90 and provide the City with a report that assesses any proposed changes to each of two plans. The City reserves the right to perform monitoring at its discretion or to verify that the Vendor follows 14-90 FAC and the adopted SSPP and SPP. The City will participate in periodic safety meetings offered by the Vendor to drivers and other employees, and Risk Management activities under the auspices of the Vendor's insurance carrier or other organizations. The Vendor will require all drivers, dispatch personnel, vehicle maintenance mechanics, and supervisors to participate in related activities.

### **3.3.13 Disincentive Program**

The City shall reduce payment to Vendor by any disincentive related to service, performance, reporting, or maintenance requirements as specifically set forth below:

- Two hundred fifty-dollar (\$250) disincentive per event will be deducted from Vendor payment for any event in which Vendor does not report service interruption within an hour of a vehicle failure/breakdown/accident.
- Two hundred fifty-dollar (\$250) disincentive per event will be deducted from Vendor payment for any event in which Vendor does not continue service within one (1) hour of a vehicle failure/breakdown/accident.
- Interior and exterior of the vehicle shall be kept in pristine condition 100% of the time. One hundred (\$100) disincentive will be deducted from Vendor payment for any instance where vehicle was found not to be in clean condition.
- One hundred-dollar (\$100) disincentive will be deducted from Vendors payment whenever driver is not wearing proper uniform or uniform is not clean or with signs of excessive wear.
- Two hundred fifty-dollar (\$250) disincentive will be deducted from Vendor payment for any event in which Vendor does not provide audio/video recording from the vehicle within 24 hours of request from the City.
- Five hundred dollars (\$500) for each instance of Vendor not providing required reports to the City.

### **3.3.14 Anticipated Term**

The term of this contract is anticipated to be for five (5) years. Currently, the City has funding available for approximately two (2) years of service in the northwest community service area. The proposal associated with this solicitation may be used to provide

services in any other areas of the City (on-demand or fixed service) based on need, including but not limited to the current or new service areas based on available funding and mutual agreement between the City and the Vendor.

END OF SECTION

## Cost Proposal

**Proposer Name:** \_\_\_\_\_

Proposer agrees to supply the products and services at the prices proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

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**Scenario A – Advertising revenue shared equally between the Vendor and the City**

Considering the Scope of Work outlined herein, please provide the hourly rate for providing turnkey MicroTransit service that is offset by advertising revenue. In this case, if City chooses to allow advertising on vehicles, total advertising revenue would be shared equally between the Vendor and the City.

COST PROPOSAL							
CATEGORY OF VEHICLE	I	II	III	IV	V	VI	VII
Vehicle Type	Polaris Gem e6 or similar	Tesla model Y or similar	Tesla model X or similar	7 passenger electric van	7 passenger non-electric van	12 passenger electric van	12 passenger non-electric van
List Proposed Vehicle: Year							
Make							
Model							

CATEGORY OF HOURS	RANGE-OPERATING HOURS PER VEHICLE PER MONTH	HOURLY OPERATING COST (\$)					
A	below 100						
B	101 - 150						
C	151 - 200						
D	201 - 250						
E	251 - 300						
F	301 - 350						
G	351 - 400						
H	401 - 450						
I	451 - 500						
J	More than 500						

**COST PROPOSAL FORMULA AND WORKSHEET**

**Scenario A – Advertising revenue shared equally between the Vendor and the City**

Category of Vehicle List Below (I – VII)	Quantity of Vehicle	(x)	Category of Hours List Below (A – J)	Exact Number of Hours	(x)	Hourly Operating Cost (\$)	=	Extended Cost
<i>Example: II</i>	3	(x)	<i>B</i>	110	(x)	\$15.00	=	\$4,950.00
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
Scenario A Total (Place in Line-item No.3 in Infor)						\$		

### Scenario B – Advertising revenue kept by the Vendor

Considering the Scope of Work outlined herein, please provide the hourly rate for providing turnkey MicroTransit service where Vendor keeps 100% of advertising revenue and use it to offset hourly operating rate.

COST PROPOSAL							
CATEGORY OF VEHICLE	I	II	III	IV	V	VI	VII
Vehicle Type	Polaris Gem e6 or similar	Tesla model Y or similar	Tesla model X or similar	7 passenger electric van	7 passenger non-electric van	12 passenger electric van	12 passenger non-electric van
List Proposed Vehicle:							
Year							
Make							
Model							

CATEGORY OF HOURS	RANGE-OPERATING HOURS PER VEHICLE PER MONTH	HOURLY OPERATING COST (\$)					
A	below 100						
B	101 - 150						
C	151 - 200						
D	201 - 250						
E	251 - 300						
F	301 - 350						
G	351 - 400						
H	401 - 450						
I	451 - 500						
J	More than 500						

### COST PROPOSAL FORMULA AND WORKSHEET Scenario B – Advertising revenue kept by the Vendor

Category of Vehicle List Below (I – VII)	Quantity of Vehicle	(x)	Category of Hours List Below (A – J)	Exact Number of Hours	(x)	Hourly Operating Cost (\$)	=	Extended Cost
<i>Example: II</i>	3	(x)	<i>B</i>	110	(x)	\$15.00	=	\$4,950.00
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	

Scenario B Total (Place in Line-item No. 4 in Infor)      \$ \_\_\_\_\_



### Scenario C – No advertisement on vehicles allowed

Considering the Scope of Work outlined herein, please provide the hourly rate for providing turnkey MicroTransit service if advertisement on vehicles is not allowed.

COST PROPOSAL							
CATEGORY OF VEHICLE	I	II	III	IV	V	VI	VII
Vehicle Type	Polaris Gem e6 or similar	Tesla model Y or similar	Tesla model X or similar	7 passenger electric van	7 passenger non-electric van	12 passenger electric van	12 passenger non-electric van
List Proposed Vehicle:							
Year	_____	_____	_____	_____	_____	_____	_____
Make	_____	_____	_____	_____	_____	_____	_____
Model	_____	_____	_____	_____	_____	_____	_____

CATEGORY OF HOURS	RANGE-OPERATING HOURS PER VEHICLE PER MONTH	HOURLY OPERATING COST (\$)					
A	below 100						
B	101 - 150						
C	151 - 200						
D	201 - 250						
E	251 - 300						
F	301 - 350						
G	351 - 400						
H	401 - 450						
I	451 - 500						
J	500 +						

### COST PROPOSAL FORMULA AND WORKSHEET

#### Scenario C – No advertisement on vehicles allowed

Category of Vehicle List Below (I – VII)	Quantity of Vehicle	(x)	Category of Hours List Below (A – J)	Exact Number of Hours	(x)	Hourly Operating Cost (\$)	=	Extended Cost
<i>Example: II</i>	<i>3</i>	(x)	<i>B</i>	<i>110</i>	(x)	<i>\$15.00</i>	=	<i>\$4,950.00</i>
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	
		(x)			(x)		=	

Scenario C Total (Place in Line-item No. 5 in Infor)      \$ \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages

incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**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 [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this 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 this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

#### **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional



documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

#### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

#### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

#### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the services contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet the City requirements pursuant to this RFP. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals, and objectives as they relate to the program, and your overall approach to accomplishing it. Give an overview on your proposed vision, ideas, and methodology.

The Vendor shall include the following key components in the proposal:

- Company details
- Detailed experience in providing Microtransit in other municipalities or regions including but not limited to:
  - o Fleet sizes, vehicle types, operations, and maintenance programs
  - o Charging infrastructure for electric vehicles
  - o Technology platform (driver, dispatch and customer facing)
  - o Performance metrics: utilization, ridership, safety, customer service success, etc.
- Describe familiarity and experience with state and federal mandates relevant to Microtransit operations, which includes but is not limited to ADA, drug and alcohol policies, background check requirements.
- Provide a deployment plan that details the approach in fulfilling the scope of work including but not limited to the following:
  - o Proposed fleet size to service the zone described in Exhibit 1
  - o Proposed vehicle type – identify whether it is eco-friendly or not, identify vehicle year, model, make, body, vehicle identification number (VIN) plate number, and photo
  - o Proof of Vehicle Ownership Documentation for each vehicle (i.e. certificate of title, leasing document)- Proof of vehicle ownership must be on or before proposal's are due.

- o Proposed charging for electric vehicles
- o Proposed technology platform with description of features (driver, dispatch and customer facing)
- o Provide location of facility where fleet will be stored and maintained and describe amenities, and distance to service areas
- o Identify key staff members involved in project management and day to day operations
- o Company's approach in meeting City's expectations associated with this program.
- o Readiness and timeline for commencement of the service
- o Cost proposal as described below

#### **4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

#### **4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.7 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.8 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

##### **E. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section.

**F. Disadvantaged Business Enterprise Preference (DBEP)**

This form is to be completed, if applicable, and inserted in this section.

**G. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**H. E-Verify Affirmation Statement**

This form must be completed and returned with your proposal.

**I. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**J. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

**K. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

*END OF SECTION*

## **SECTION V – EVALUATION AND AWARD**

### **5.1 Evaluation Procedure**

#### **5.1.1 Bid/Proposal Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted-criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities, and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### **5.2 Evaluation Criteria**

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

### 5.2.2 Weighted Criteria

Evaluated Criteria	Assigned %
<b>Qualifications and Experience</b> Overall completeness of the proposal. Adequacy and appropriateness of the proposed plan demonstrates ability to fulfill the scope of work stated herein. Record of past performance providing similar services to other transit agencies and/or municipalities.	25%
<b>Methodology:</b> The contractor shall explain in detail how their company can meet the requirements of the work outlined in the SOW, provide a timeline plan-of-action detailing each phase for this effort, provide an organizational chart detailing the labor for this effort, provide their recruiting effort for maintaining qualified drivers, and detail how they will include additional vehicles if the City expands the route. <b>Deployment Plan:</b> Approach in deploying the MicroTransit pilot that meets City's goals and objectives of this program. <b>ADA Compliance:</b> The contractor shall provide details on how their proposed vehicles meet ADA requirements. <b>Green Initiatives:</b> The contractor shall provide details on any greening initiatives that they will use for this effort. <b>Maintenance/Recovery Plan:</b> The contractor shall provide their maintenance plan and recovery plan to keep the vehicles in circulation at all times with no interruptions. <b>The contractor must provide a response to this scenario:</b> <i>A vehicle breaks down in the middle of the afternoon (weekday) temperature is 95 degrees and the vehicle has a mixture of passengers; elderly, middle aged, children, and infants-explain the course of action that would be taken?</i> <b>Risk Mitigation Plan:</b> The contractor must provide a risk mitigation plan on potential risks that may occur with this Effort and the steps they will take to reduce the risk level.	35%
<b>Innovation and Technology</b> Capability to fulfill required and optional innovative technologies to support the pilot program and potential expansion of MicroTransit operations in the City. Preference would be given to electric fleet.	15%
<b>Price</b> Based on proposed hourly rate per vehicle.	25%
<b>TOTAL PERCENT:</b>	<b>100%</b>

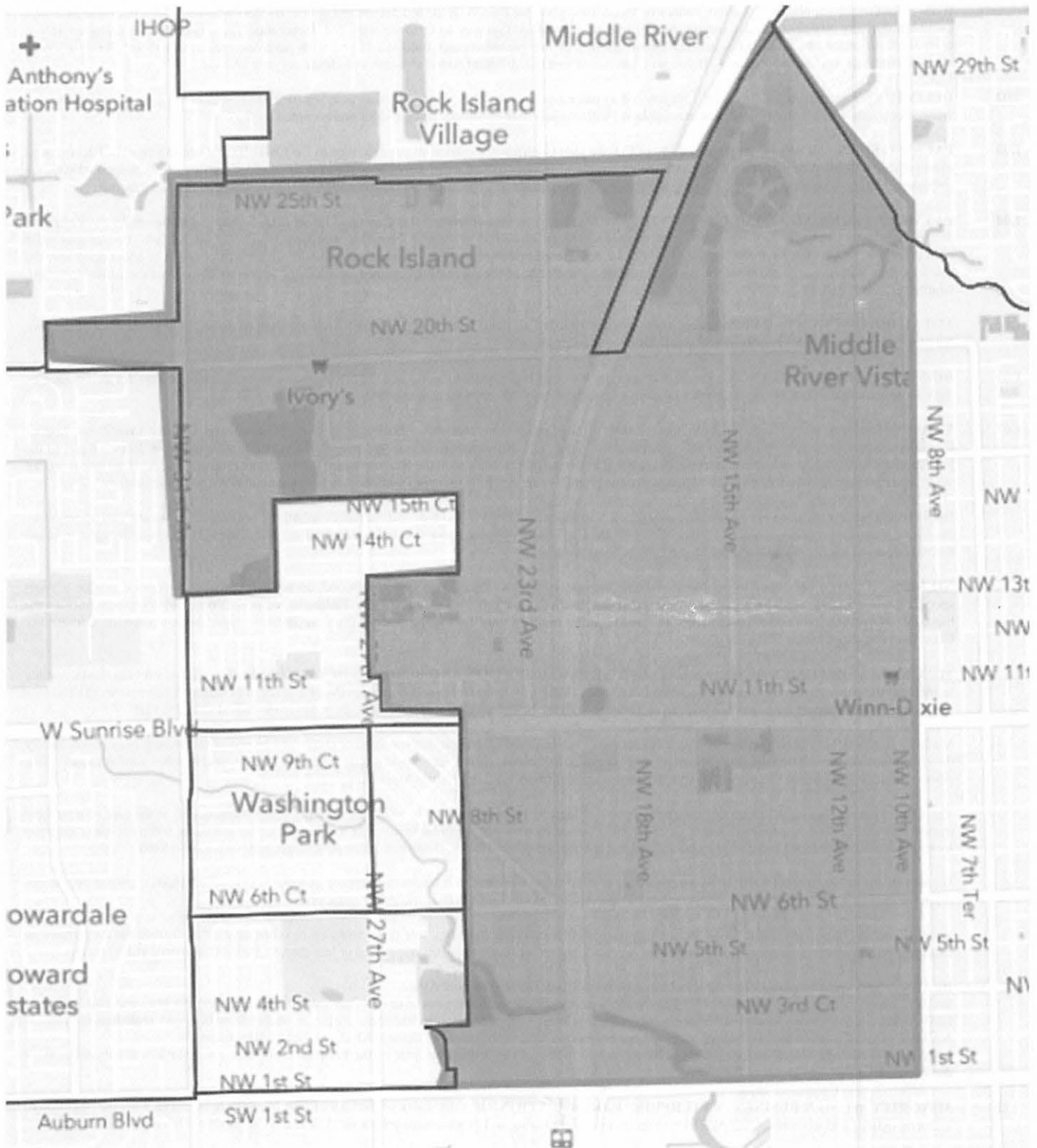


### **5.3 Contract Award**

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*

# EXHIBIT A—SERVICE AREA (DOOR TO DOOR WITHIN SERVICE AREA)



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set

aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.11 SCRUTINIZED COMPANIES:** As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears



freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.



- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
  2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
  5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

### **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable-television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

\_\_\_\_\_  
Business Name

(2)

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

\_\_\_\_\_  
Business Name

(3)

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(4)

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

\_\_\_\_\_  
Business Name

(5)

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

\_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

## E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

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

My commission expires: \_\_\_\_\_



## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
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**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
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Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
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**CITY OF  
FORT  
LAUDERDALE**

**Proposal for MicroTransit Pilot Services  
Response to RFP #161**



**Prepared for:**

City of Fort Lauderdale  
Senior Purchasing Agent  
Attn: Kirk McDonald  
100 N Andrews Ave.  
Fort Lauderdale, FL 33301

Date: Friday, April 12th 2024

**Prepared by: Circuit Transit Inc.**



**Circuit Transit Inc**

ridecircuit.com

April 12th, 2024

City of Fort Lauderdale  
Senior Purchasing Agent  
Attn: Kirk McDonald  
100 N Andrews Ave.  
Fort Lauderdale, FL 33301

Re: Request for Proposals RFP No. 161 for MicroTransit Pilot Services in the City of Fort Lauderdale, Florida (City)

Dear City of Fort Lauderdale,

**This submission is in response to the Request for Proposals (RFP) for City of Fort Lauderdale MicroTransit Pilot Services.** Thank you for the opportunity to submit our proposal to the City of Fort Lauderdale. This proposal will show that Circuit Transit Inc (operator of LauderGO! Micromover, Circuit-by-the-Sea, and other On Demand and Fixed Route programs throughout Broward county ) has the proven capabilities and background in providing sustainable on-demand shuttle programs, relevant and specific experience in Broward County, and local knowledge and familiarity with the City of Fort Lauderdale.

Circuit is the largest and most experienced operator of shared, on-demand, last-mile EV shuttle services in the US. By using fleets of fully electric vehicles, leveraging the data from our proprietary ride-request app, and hiring local, vetted and trained employee Driver Ambassadors, Circuit is able to provide eco-friendly, and efficient microtransit solutions that reduces parking, congestion and emissions, promotes local economic development, reduces total vehicle miles traveled, and creates local jobs. With successful operations in 40+ markets across South Florida, California, Texas, New York, New Jersey, and California, Circuit provides both national expertise and bespoke, local experience. In South Florida specifically, Circuit operates in Fort Lauderdale, Pompano Beach, Hollywood, West Palm Beach, Palm Beach, and Miami. With more than 400 employees and 200+ vehicles, Circuit has the team, resources and experience to optimize mobility for the City of Fort Lauderdale.

Circuit first started operations in Fort Lauderdale in 2011, and has been determined ever since to be an invested member of the community. The last 12+ years has made us very familiar with the local transportation needs and community and given us years of data that can be used to support and improve this pilot program and inform the City of the movement of residents and visitors, something that few other providers can offer. We have worked with the City of Fort Lauderdale directly since 2022 to design, build, and manage a new, unique, and affordable microtransit service. The program currently moves more than 18,000 riders per month, is directly responsible for creating 50+ jobs through local hiring, and has continued to





expand services throughout its tenure. Together with the City of Fort Lauderdale, we have been able to develop a program that has gotten the attention of press, local officials and nearby Cities who want to emulate the service (several of which have done so). The Circuit team is excited to be given the opportunity to expand the strong partnership with the City of Fort Lauderdale and build upon the existing services given to the community.

The company's officers and project leads are as follows:

Alexander Esposito - CEO / Co-Founder  
Email: alex@ridecircuit.com  
Tel: 516-446-8513  
Address: 780 S. Sapodilla Ave  
West Palm Beach, FL 33401

Jason Bagley - Partner, VP Strategic Growth  
Email: jason@ridecircuit.com  
Tel: 305-494-1612  
Address: 1305 SW 8th Ave  
Fort Lauderdale, FL 33315

Alexander and Jason have the authority to negotiate and contractually obligate the company. Jason will be the primary point of contact for this program and can be contacted for further clarification. If selected, we are committed to working with the City to provide a turn-key on-demand service designed to meet the needs outlined in this RFP.

Circuit appreciates your review of our submission and welcomes any questions that you may have.

Sincerely,

Jason Bagley  
Partner, Circuit Transit Inc

Circuit's corporate headquarters are located at 501 E. Las Olas Blvd. Fort Lauderdale, FL 33301. Circuit has robust existing infrastructure, including a large local fleet of all electric Polaris GEMs e6, electric sedans, and electric passenger vans.



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## **Executive Summary (4.2.2)**

Circuit Transit has had roots in Broward County since 2011, when we began as an ad-supported Microtransit provider. Since then, we have grown significantly and established ourselves as an industry leader in fully electric on-demand, last-mile transportation space. We are a turnkey operator who provides the fleet and personnel required to operate the service, the technology needed to support on-demand ride requests and a strong data platform to track, analyze and visualize important service metrics for our clients. Our services for this pilot would be fully supported by a dedicated project team who helps to plan the strategy around service, engages with the community, and serves as a partner to the City. Leading this project team and key point of contact is Jason Bagley, a 20+ year City of Fort Lauderdale resident who is a partner at Circuit and personally has over 12 years of experience operating similar microtransit services in South Florida, currently overseeing all of Circuit's Florida Operations. Details and backgrounds for the entire project team that is dedicated to this effort can be found in the relevant "Dedicated Project Team" section, below.

Our Corporate headquarters are based in Fort Lauderdale at 501 E. Las Olas Blvd, Suite 300 Fort Lauderdale, FL 33301, and this would also serve as the main corporate office location that would service this contract. Our operations facility for this project would be located at 101 NW 2nd Ave, Fort Lauderdale FL 33311, which is under .5 miles from the desired service area and will ensure efficiency for charging, storage and dispatch of the ADA vehicle.

For this project, Circuit is recommending a fleet of 3 total vehicles - two EV Sedans and 1 ADA GEM e6 on standby for ADA requests. We believe that this fleet make-up and our operations is the best option for the City of Fort Lauderdale given your budget, service parameters, and our knowledge of the local community and transportation needs. Details on the research, planning and analysis as well as associated vehicle qualifications that led us to propose this fleet can be found in their relevant sections below. Based on our 10+ years of experience operating in Broward County and our knowledge gained from our 40+ locations within the U.S., we feel capable of providing an efficient, eco-friendly and cost-effective service for the residents and visitors in the Northwest Community. As a current provider within Fort Lauderdale, we will be able to leverage our existing infrastructure and personnel for charging, storage, and operations within the city, helping to reduce costs for the city and maintain operational efficiencies.

## **Experience and Qualifications (4.2.3)**

### **Company History & Background**

Since starting East Hampton, NY & Fort Lauderdale FL back in 2011, Circuit has established itself as a national leader in the on-demand, last-mile transportation space. Our focus has been, and continues to be, providing high quality, all-electric, Microtransit services to cities and private developers to fill transit gaps, reduce congestion, and aid or replace inefficient transit services in their area. Circuit is transforming short distance transportation by making it





more efficient, sustainable and enjoyable. Using our proprietary on-demand app, fleets of electric cars, and teams of our own employee drivers, we've provided 8+ million rides without burning an ounce of gas or traveling more than a few miles.

We are passionately committed to providing dependable and reliable services; and we believe that begins with our local teams. All of our drivers are in-house employees, and we make an effort to hire them locally so as to ensure they have local knowledge of the community they're serving. We proudly employ over 480 employees and provide training and growth opportunities to them. The team has won numerous city and private transportation contracts and been frequently recognized for its efforts in industry publications, newspaper articles, conferences and trade-shows.

## Qualifications

As mentioned Circuit has over 12 years of experience as an established national leader in the on-demand, microtransit industry. We are an experienced turnkey provider and also one of the few providers who have exclusively managed an electrified fleet across multiple services and states, completing millions of rides. We operate 40+ services across nine states and our current national fleet consists of over 220 electric vehicles and a team of over 480 EV trained, W2 paid employees. We have a local team of over 90 employees in Broward County and 180+ in South Florida.

Our team has extensive experience in planning, designing, implementing, reporting, and maintaining EV Microtransit programs and has operated programs similar in size and scope to this pilot program request. Our high customer satisfaction ratings and high demand are a testament to the superb customer service provided by our driver ambassadors and management teams.

Within the last five years, we have operated similar on-demand shuttle services using all-electric vehicles in Florida under contract with government entities, including nearby locations like Fort Lauderdale, Wilton Manors, Pompano Beach, West Palm Beach, and Hollywood. With even more recently launched on-demand microtransit services Boynton Beach and Lake Worth. We additionally have a contract with Brightline to operate first/last mile on-demand services around stations across South Florida. Circuit has a national presence with operations across the US, including in CA, NY, TX, NJ, MA, WA, and the District of Columbia.

## Microtransit Experience

Circuit has operated Microtransit services since 2011 which have included on-demand door to door, point to point and fixed route within a specified service territory. As mentioned, we have experience operating these services for comparable cities and scopes of work focused on serving residents, visitors, and commuters.



Circuit's growth as a provider is largely due to our track record of successful operations and satisfied customers. From technology, management, training and operations, Circuit's full suite of services offer the highest levels of quality. Circuit maintains rigorous quality controls across all aspects of our operations. Along with a dedicated, responsive and local staff, Circuit's national team is readily available to handle technology improvements, vehicle enhancements, customer service, impact measurement and searching for new funding sources. The dedicated team and quality of service is what sets Circuit apart from other operators and will continue to offer the highest level of service for the City of Fort Lauderdale.

We have the policies, procedures, and hiring and training standards in place to launch new markets and operate with a consistently high level of service, with specific attention to customer service.

Circuit's team has been recognized for its efforts as an innovative neighborhood electric vehicle solution. In December 2019, Fast Company highlighted Circuit as the "Electric vehicle ride-share company that won the trust of cities without 'disrupting' them". The team has also been featured in The NY Times, Business Insider, Forbes, Fox News, ABC, NBC and a number of other publications.

Circuit has been the recipient of numerous awards including: Alonzo Award for Mobility in San Diego, Vendor of the Year Nominee - Palm Beach Convention Center, Clean Air NY Champions Award, Lamplighter Award for Best New Service in San Diego, Rulebreaker Award for Startups Changing their Industries, 2018 Gold Medal - Ad Club of New York, Outdoor Media Plan of the Year, Gator 100 Award (#20), and numerous others. Additionally, Circuit was accepted and completed the URBAN-X Accelerator program where it received an investment from BMW/Mini and access to international mobility experts.



## Existing Service in Broward County

Circuit currently holds three unique contracts with cities within Broward County - the City of Hollywood, the City of Pompano Beach and the City of Fort Lauderdale. Each community requires different types and sizes of services ranging from smaller services in Pompano Beach to our largest service of ~20 vehicles in Fort Lauderdale. Circuit's roots are in Broward County, giving us extensive experience with the community and working alongside key public stakeholders. We are extremely excited about the opportunity to expand our operations within the county through this RFP and leverage our knowledge of the service area to provide the most optimal rider experience. We are committed to Broward County and committed to improving our existing services for years to come.

Our work and success in the area has not gone unnoticed by the community and drawn notable attention from press, making the team at Circuit incredibly proud of the work it's





accomplished within Broward County. For example, “Sun Shuttle Exceeds City’s Expectations”<sup>1</sup> was the headline of an article in the Hollywood Gazette a few months after the service started and the service, team and technologies have continued to improve ever since.

In preparation for this RFP, we’ve spoken with our team in the local area, surveyed riders, analyzed our historical data, and leveraged our dedicated project teams tenured experience in Microtransit and are confident that we can deliver a successful mobility option for the residents, visitors and community members of the City of Fort Lauderdale.

Notably, Circuit will be able to leverage our existing resources in the Fort Lauderdale and broader Broward County area in order to promote optimal service performance and provide long-term scalability. Our existing coverage area providing microtransit to the City of Fort Lauderdale currently overlaps with the southeast portion of the service area proposed in Exhibit A. Circuit is uniquely positioned to leverage resources and potentially adjust both service areas based upon the needs of the city and community so as to form the most efficient geofenced areas that gives the highest quality and reliable service to residents of the Northwest Fort Lauderdale community. In further discussions with the City, Circuit could explore adjusting this pilot service area to wrap around areas that are already covered by our current operations, so as to provide unique and distinct service coverage that would ultimately deliver lower ETA wait-times and more fulfilled ride requests overall.

### Vehicle Operations & Maintenance Experience

Circuit’s infrastructure has been built out to maintain and service all EV models that we operate, including EV sedans, EV Vans and GEM neighborhood electric vehicles (NEVs). We have Standard Operating Procedures, maintenance schedules, and operational expertise specifically for these vehicle types and their use in on-demand Microtransit service.. Specifics of all of our maintenance of the fleet is further detailed in the “Maintenance section below.



Mixed fleet of NEVs, Sedans (Teslas) and EV Vans, for our RideWPB Program with the City of West Palm Beach.

<sup>1</sup> <https://hollywoodgazette.com/sun-shuttle-is-very-successful/>



## General Company Information - (CONFIDENTIAL)

Within the last five years, Circuit has operated similar on-demand shuttle services using all-electric vehicles in Florida under contract with government entities, including City of Hollywood, City of Fort Lauderdale, City of Pompano Beach, City of Wilton Manors, West Palm Beach Downtown Development Authority, and Palm Beach County Convention Center. We have also privately funded services in Miami, Pompano Beach, and Palm Beach Gardens. Throughout multiple programs, Circuit is fully 14-90 compliant and has experience with meeting FDOT grant funding requirements.

**Business Name:** Circuit Transit Inc. (wholly owned Subsidiary of TFR Holdings Corp)

**Corporate Headquarters:** 501 E. Las Olas Blvd, Suite 300 Fort Lauderdale, FL 33301

**Phone Number:** 646-504-3733

**Website:** [www.ridecircuit.com](http://www.ridecircuit.com)

**Corporate Employees:** 44 Full Time (AS OF APRIL 2024)

**Driver Ambassadors:** ~360+ (AS OF APRIL 2024)

- Full Time: 189
- Part Time: 174

**Professional Staff:** Circuit has 94+ employees working in Broward County and has a total 164 South Florida employees.

Employee Retention: (Quarterly Avg): ~94%

**Fort Lauderdale Office Address:** 330 SW 2nd St #213, Fort Lauderdale, FL 33312

**Corporate Mailing Address:** 501 E. Las Olas Blvd, Suite 200, Fort Lauderdale, FL 33301.

### National Offices

- 135 Madison Avenue, New York, NY, 745
- 9th Avenue San Diego, CA

**Local Operations Address:** 2414 E. Sunrise Blvd. Fort Lauderdale, FL 33304

**Business Incorporation Date & Location** Circuit has been operating in Florida since 2011 through its wholly owned subsidiaries Eco Cab LLC and South Florida Free Ride LLC. Eco Cab LLC and South Florida Free Ride LLC were organized and formed in the State of Florida in 2008 and 2012 respectively. As a part of the restructuring of the companies, Circuit Transit Inc was incorporated in 2018 in the State of Florida acquiring Eco Cab LLC and South Florida Free Ride LLC. Circuit Transit Inc, previously TFR Transit Inc, is a wholly owned subsidiary of TFR Holdings Corp, which is incorporated in the State of Delaware.

### Local Business and Legal Status

Circuit Transit Inc is a C Corporation incorporated in Florida. Circuit Transit, with its affiliated operating companies, has been operating in Florida since 2011. Circuit is a local business with current operations in Broward County in nearby communities including Pompano Beach, Fort Lauderdale, and Hollywood as well as a partnership with Brightline. Circuit operates over 40 on-demand Microtransit services across the US. Circuit including programs with the Town of Lauderdale-by-the-Sea, The Lake Worth Beach CRA & City, The Boynton Beach CRA and City and last month were selected via a competitive bid by the City of Boca Raton.





**Business Licenses, Permits & Certifications** Circuit has all required documentation in place to operate the services described in this RFP in the State of Florida and has operated similar services in Broward County.

- FEIN: 82-4586300
- DUNS: 117547537
- US DOT: 3562459

**State of Florida, Applicable Code & Regulations** Circuit is fully licensed and certified in the State of Florida at the time of submission for the type of goods/services to be provided. Circuit understands the regulatory requirements for the services to be provided and has met them for other city contracts. Circuit can meet these requirements and will adhere to all applicable code regulations at the Federal, State, and City levels.

## Approach to Scope of Work (4.2.4)

### Company Details

#### Mission Statement

"Last Mile, People First". Circuit is a leading sustainable transportation solution provider that offers electric, tech-enabled on-demand shuttle services. Circuit's goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative cities, private developers and forward-thinking advertising partners to offer electric shuttles that make mobility easier, smarter, safer, more affordable, and fun. Circuit's services create local jobs and connect communities, all while contributing to a greener and more accessible future.

*Additional Company Details can be referenced in the section above titled "Company Legal Information".*

### Research, Planning & Analysis

After reviewing the details of the RFP, we immediately began our planning and analysis process. Fortunately, with 12 years of operating experience in Fort Lauderdale, we were able to leverage feedback from our managers, supervisors and Driver Ambassadors, survey riders, analyze our historical data, our review of the RFP and existing transportation options and are confident that we can deliver, and improve upon, a successful mobility option for the residents, visitors and community members of the City of Fort Lauderdale. With 12+ years, 190+ vehicles, 9 states and 24+ cities of operations, Circuit brings its national experience and network to the benefit of each City it works with. Our roots are in South Florida and specifically Broward and Palm Beach counties, where we have operated since 2011.

Based on RFP Exhibit A, and the desire to operate a large zone, we have both responded to how we would service this proposed area and designed a recommended adjusted service. We believe that this service is still supportive of the City's goals, will focus on connecting the



Northwest community with key locations, is user friendly for the residents, visitors and the City, and is fully complementary to the City's existing microtransit service.

### What we Learned From Riders

In evaluating this opportunity, we started with the community. We hit the streets, spoke with Driver Ambassadors and requested rider feedback from our application and our rider surveys.

#### Highlighted feedback from riders (also detailed in "References")

- "We thought the Circuit experience was awesome. What a great, fun way to get around. The drivers were amazingly helpful and nice. They made suggestions on what to do, see and eat. It was an absolute hoot to be taken downtown from our Beach hotel. I have told all my friends about this so when they visit Ft Lauderdale they can enjoy the Circuit as well."
- "This is a fantastic service and just adds to my wonderful experience relocating to Fort Lauderdale!!"
- "Love it! Good for the city. Visitors are impressed."
- "This is such a wonderful service. Especially for seniors! It's one of the many things that make Fort Lauderdale a great place to live or visit!"
- "Loved using Circuit! It was convenient, affordable & fun! my driver was pleasant & knowledgeable about the area"

### Leveraging our Local Knowledge

While reading the RFP and looking at the proposed service area in Exhibit A, we knew we needed to have a strong understanding of both the specific coverage area and the community that would be served. Fortunately, the dedicated Circuit project team for this RFP has multiple key members who are longtime residents of Fort Lauderdale and know the area exceptionally well. The project manager, Jason Bagley has lived in Croissant Park since 2003. Bob McClure, the Market Manager overseeing our current City program has lived in the North Beach Village section of Fort Lauderdale Beach for over 12 years. We also have a large portion of our Driver Ambassador team who are City residents. We have direct experience operating in the Dorsey Riverbend neighborhood since March 13, 2023 when our current program expanded to serve that community.



Commissioner Beasley - Pittman District 3 Expansion Announcement



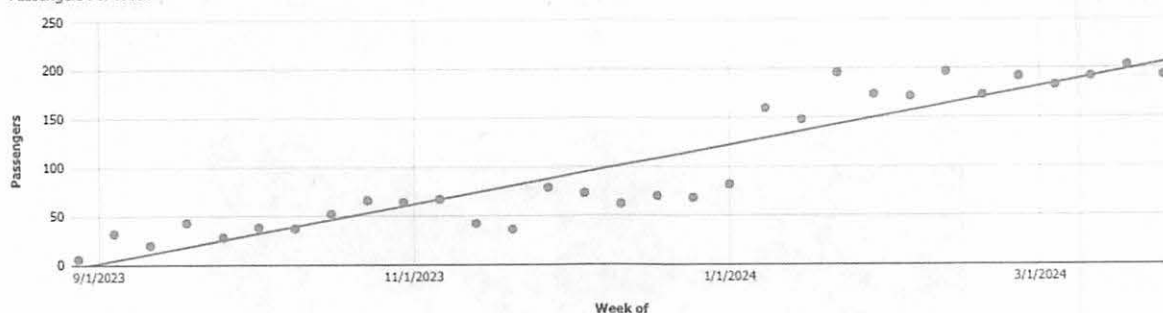


Along with our experience in Dorsey Riverbend, we know the Northwest Community well (Circuit has a softball team at Mills Pond Park for 8 years and counting!), we understand the need to fill the transit gaps and provide access and mobility to the residents and visitors. Providing a reliable first and last mile option to connect to the Northwest Link and Neighborhood Link Community Shuttle Routes along with BCT Bus routes will unlock the entire region for so many and with reliable connectivity will provide access to jobs further away from home. We are currently working on another project with the Broward MPO, Accenture and Michelin to provide workforce connectivity from District 3 to Port Everglades. The community will benefit tremendously from these new mobility solutions!

Notably, Circuit operates a very similar service West of I-95 in Hollywood, a new addition to our long running program with the City of Hollywood. What started as a pilot in March 2023 has evolved into a full time program with some great lessons learned that we can apply to the Northwest Community service. Unlike our service in Downtown Hollywood and Hollywood Beach where demand was immediate upon launching, this location took time to build. Our first month it was a free service and **we had only 2 riders**. Last month (March 2024), *with a \$2 fare now in place*, **we had 851 riders!** We are now planning an expansion with a Tri-Rail partnership. Memorial Healthcare is looking to join the program as well to get their staff from off site parking lots at the 441 Mobility Hub to the Hospitals. This positive growth came from collaborating with the City on outreach, analyzing our robust data sets and refining hours of service and coverage map adjustments. Our on-the-ground staff consistently speaks with the community - residents, businesses, area employees, tri-rail passengers to educate everyone that the program exists and help show them how to access it. There are many areas within our West Hollywood zone that consist of low income housing, little to no access to transportation, unbanked riders, and other challenges to overcome. The service has now been embraced and so many are reliant and grateful to have this service.

#### Circuit - West Hollywood

Passengers Per Week



In Hollywood West we operate 1 EV Sedan and 1 EV ADA Van to serve the community, with a similar budget to what is allocated for this RFP within Fort Lauderdale. Based upon the service request, budget, key goals outlined in the RFP, and our own research the Circuit team believes that a very similar service could be provided to the Northwest community of Fort Lauderdale.



## Project Understanding and Goals Alignment

Finally, in preparation for this proposal, we ensured that we were fully aware of and capable of meeting the primary objectives laid out by the City of Fort Lauderdale to provide a safe, clean, reliable, and efficient public on demand service throughout the boundaries of the service areas. As will be shown throughout this proposal, Circuit has experience operating Pilot programs with very similar size and scope previously as well as scaling smaller pilot programs into full-fledged offerings (like we did in West Hollywood). We are easily able to provide the flexibility to scale operation up or down depending on demand and supply and program metrics/need and will regularly connect with the city to provide service updates and recommendations based upon our data-driven analysis of ridership.

Our Driver Ambassadors are all Level 2 background vetted and trained employees who are hired locally and screened on their ability to not only be capable drivers, but also courteous and respectful so as to be able to provide a safe and pleasing passenger experience. We have also solicited feedback from recent riders in the Fort Lauderdale area in order to ensure we are meeting the goals of reducing single occupancy vehicles. They have told us exactly how our services allow users to get to their destination within designated service areas without the need to drive, park or even own a personal vehicle which gives us even more confidence in our ability to meet the needs of this request. We also recognize the desire to have the program be supported by a user-friendly mobile application and feel confident that Circuit's proprietary app will fully meet the needs of the City of Fort Lauderdale.

Lastly, Circuit also possesses the capability to seamlessly transition our operations to provide services for special events, emergency transportation or evacuation in the event of a hurricane or flooding. We have experience operating at large stadiums and events such as the Super Bowl, SoFi Stadium in California, and DC UNited in Washington D.C. In times of emergency and inclement weather, Circuit is there. We immediately donated a vehicle towards the recovery efforts for first responders to use during the Champlain Towers relief efforts. **Vehicles were also utilized during the historic flooding in Fort Lauderdale, April 2023, to help transport residents to comfort stations and disaster relief centers at Holiday Park.**



*Circuit vehicle donated for Champlain Towers Relief Efforts in Bal Harbor, FL*



## Highlighted Local Experience Providing Microtransit

### City of Wilton Manors, Florida

Client(s):	City of Wilton Manors
Service Type:	On-demand, app-based microtransit with fare
Service Area:	1.91 sq. mi.
Vehicle Fleet:	2 GEMs, 1 ADA Gem
Monthly Ridership:	2,250+
Weekly Service Hours	72

#### Project Overview

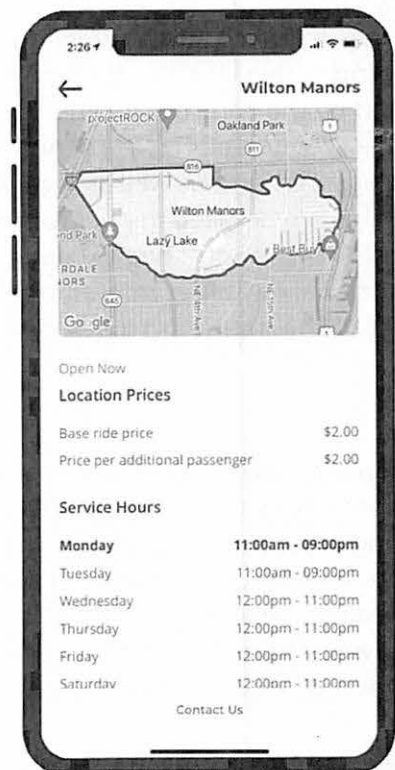
Service began in November 2022, providing the City of Wilton Manors, Florida with an all-electric shuttle service to help fill in transit gaps and connect the local community to the downtown local businesses. The service utilizes our standard technology platform as well as receives regular data reports, all of which are detailed in our "Technology" and "Data" sections. Over the last year, Circuit has worked with the city to improve and increase ridership, now boasting over 2,000 rides per month with only 3 vehicles. The service also has allowed for advertising on the exterior and interior of the vehicles, helping the city to reduce overall costs by working with our national and local advertising partners.

The service has been well received by the residents of Wilton Manors, **with an average driver rating of 4.92/5**, and frequent reviews about the benefit it gives them for their transportation needs! The service has had a weekly average utilization rate of 80%. This program alone has saved the City an estimated 100 tons of CO2 just last year, contributing to their overall sustainability goals and making the community safer, greener and less congested.



#### Relevance to this RFP:

- Similar service/fleet size
- Strong driver reviews
- Broward County service
- All-electric vehicles
- Local driver team







## Hollywood Sun Shuttle, Florida

Client(s):	City of Hollywood
Service Type:	On-demand, app-based microtransit with fare
Service Area:	8.38 sq. miles total; 2 separate zones
Vehicle Fleet:	10 GEMs, 1 ADA GEM, 1 Van
Monthly Ridership:	11,000+
Weekly Service Hours	79

### Project Overview

In October 2018 the Hollywood City Commission entered into a partnership with Circuit for circulator services to and from Downtown Hollywood, Hollywood Beach, and the City's parking garages for an initial one-year period with the option to renew for three additional one-year periods. The service has been renewed for each of the additional three one-year periods. As of May 2023, Circuit has been selected per a procurement mandated request for proposals in light of the service contract renewal periods extensions being maxed out, as the continued operator of the Hollywood Sun Shuttle. The City named the program "Sun Shuttle" which began as a self-branded service and has recently opened for third party advertising with a revenue share to the City. The service is well-liked by the community and boasts a ~90% utilization rate on a weekly average. The service utilizes our standard technology platform as well as receives regular data reports, all of which are detailed in our "Technology" and "Data" sections. **This program has exceeded the City's expectations, doubling ridership at an estimated 70% of the cost of the previous trolley system.**



### **Relevance to this RFP:**

- Operating a pilot program
- Growing and adapting a service
- Experience in Broward County
- Complementing existing transportation options

"Thank you and Hollywood for making it possible for our vulnerable Seniors to remain safe and healthy!"  
Memorial Senior and Family Services

In response to the COVID-19 outbreak, Circuit adapted to provide mutual aid to the Hollywood community. Beginning in April 2020, Circuit partnered with Feeding South Florida, who have been supplying to local food banks. The three food banks involved are Liberia Economic and Social Development Inc., Community Enhancement Collaboration, and Cruciform Church. These organizations assembled boxes of donated food to be distributed and our drivers picked up the boxes and delivered them directly to the homes of the most vulnerable without access to transportation. **The Hollywood drivers made 1,092 deliveries to at risk members of the community.**



## West Palm Beach, Florida

Client(s):	City of West Palm Beach, West Palm DDA, Ben Hotel, Hilton Hotel, & Brightline
Service Type:	On-demand, app-based microtransit with fare
Service Area:	3.88 sq. mi.
Vehicle Fleet:	12 GEMs, 2 Teslas, 2 Vans
Monthly Ridership:	15,000+
Weekly Service Hours	98



### Relevance to this RFP:

- Ability to find new funding sources
- Experience operating multiple services in market
- Driving strong economic impact
- Local driver team

### Project Overview

In 2021 Circuit launched a new service in partnership with the West Palm Beach Downtown Development Authority to help improve access to the downtown. Later that year, two new contracts for more vehicles in the same service area - Brightline began a shuttle service connecting their train station to the downtown; The Ben Hotel hosted a dedicated shuttle as an exclusive amenity for their guests. Today, Circuit has seven stakeholders who pay for all-electric shuttle services in the West Palm Beach area, showcasing our ability to find public and private funders to expand services without the need for more funding directly coming from the city. The service utilizes our standard technology platform as well as receives regular data reports, all of which are detailed in our "Technology" and "Data" sections. **Currently the service maintains 42 local, W2 employees, generates an estimated \$600k per month in economic activity and has an average driver rating of 4.9/5**

The extensive partnerships that Circuit has been able to build and maintain in West Palm Beach (WPB) is a testament to our ability and commitment to continuously engaging with the community and relaying that information to key stakeholders in order to adjust services accordingly. Below are some brief reviews and survey results from our success in WPB.

#### Saving Money

80% of riders use Circuit to save money on transportation, making it a cost-effective and popular choice for commuters.

#### Rider Satisfaction

93% of those surveyed say that Circuit is a great addition to the community and 90% use Circuit to drive less.

#### In the Community

94% of riders would like to see more Circuit cars in their community.

“...It was like a private little tour of her [driver] favorite places..”

“This service is excellent and very helpful/ convenient.”

“Did so much more than just drive. She [driver] introduced us to the city.”





## Green Initiatives

Sustainability is at the core of Circuit's mission as a company and we are excited about the opportunity to bring this initiative to the City of Fort Lauderdale. Our commitment to sustainability and community is evident through our efforts to reduce congestion and provide convenient transportation options that improve mobility while minimizing environmental impact through fully electric, tech-enabled on-demand shuttle services. **Every single vehicle that we operate is fully electric, and we have proudly provided 8M rides and counting without ever burning an ounce of gas or traveling more than a few miles.**

Electric vehicles are an easy example of Circuit's commitment to green initiatives, but a more nuanced and arguably more important sustainable aspect of our services is found in how we provide our rides. Circuit's advanced pooling algorithm allows our drivers to take the most optimal routes in picking up passengers on-demand. **Pooling not only increases ride efficiency, it also decreases traffic, emissions and cost-per-rider**, where we've proven to be more effective than other service operators. Taking single occupancy vehicles (SOVs) off the road through Circuit's all-electric shuttle service, is a proven method that will further the City of Fort Lauderdale's green initiatives.

As mentioned previously, Circuit's existing services in the City of Fort Lauderdale are currently helping to avoid over **9 Metric TONS of GHG emissions per month**. Additionally, 75% of riders have reported using Circuit services in order to avoid using a personal vehicle, which directly helps to take SOVs off the road, and reduce overall emissions whilst replacing the vehicles with a clean, all-electric alternative.

## Proposed Service

### Fleet

Circuit is able to accommodate the vehicle requirements indicated within the RFP. All vehicles in the Circuit fleet are electric and meet the Federal Motor Vehicle Safety Standard (FMVSS) To learn more about our vehicle maintenance capabilities, please see the "vehicle maintenance" section below

After the careful and robust analysis and planning done by the Circuit project team described above, we have come to the conclusion that the best fleet to service the proposed coverage area and community would be 2 EV SUVs and 1 ADA GEM e6 on standby for ADA requests. The 2 SUVs will be able to cover the large service area as proposed in Exhibit A and the GEM will be able to fully handle any and all requests from riders with a wheelchair. Given this is a pilot program, Circuit thinks that this is a strong starting point and as demand for the service grows or changes we can accommodate by implementing a larger passenger van with ADA capabilities.





In order to ensure maximum service performance and to further reduce costs to the City, Circuit recommends the Kia Niro as the EV SUV. However, we have the experience and ability to operate either fleet option, including Teslas, if that is the City's desired choice. A strong consideration for these recommendations is the ease and access Circuit has with our Kia Partner network group and specifically a local Kia dealership and service in Fort Lauderdale. Circuit already has a strong partnership with Kia Dealers in the area and can leverage that support for quick and fast repair of down or inoperable vehicles. In comparison, Teslas are historically expensive to repair for any type of device/computer malfunction and could sometimes take weeks before the vehicle is ready to go back into service. We have operated both vehicle types at other Florida Circuit operations, and we believe Kia is the better option for this service based on our past experience.

*Proof of ownership for these vehicles is provided in the Appendix under "Proof of Vehicle Ownership", as required by this RFP. We typically procure brand new vehicles for every new service we launch, but they would be the same vehicle type as shown.*

## Electric Sedan

### 2024 Kia Niro EV Wind

Range: 253 mi.

Capacity: 4 passengers

Specs: Length 172 inches. Width 71 inches.  
Height 61 inches.



**Electric Sedans:** There is a large and growing number of electric sedan models available on the market. Circuit selects options that have space for riders, great safety features, reliability, reliable battery life and range, and are most readily available. The Kia Niro EV vehicle has capacity for 4 passengers plus a driver with spacious seating and ample room for bags or other luggage. It also boasts a strong range and can handle larger coverage areas without the need for excessive charging. This vehicle is fully electric and eco-friendly, minimizing the CO2 emissions involved in operating these microtransit services.

## GEM NEV

### GEM E6

Range: 55-75 mi per charge

Capacity: 5 passengers; 3 passengers with 1 wheelchair position

Specs: Length 173 inches. Width 55.5 inches. Height 73 inches. Wheelbase 134 inches.



**Neighborhood Electric Vehicle (NEVs):** Circuit is able to source GEM E6 all-weather, 100%-electric cars directly from the OEM, GEM. The slim and efficient design reduces interference with traffic and decreases passenger load time. The cars are ideal for short-range, about-town transportation, as the vehicles have max speeds of 35 mph. The cars are easily kept clean and outfitted with comfortable seats, ample legroom, fans, 3-point seatbelts, and cargo space. These vehicles can also be easily outfitted to be wheelchair accessible by removing 2 passenger seats and this would be done for this pilot program in Fort Lauderdale. Having this ADA GEM on standby makes it easy for riders in a wheelchair to utilize the service.

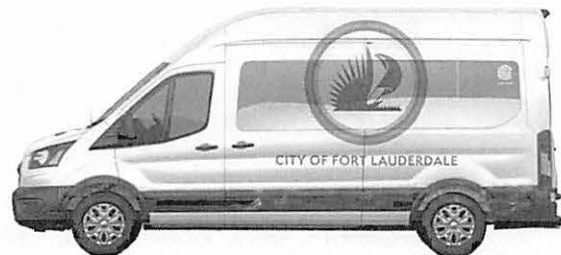
## Electric Passenger Van

### Ford E-Transit Van

Range: 116 mi

Cargo capacity: 9 passengers with 1 wheelchair position

Specs: Length 218 inches. Width 97 inches. Height 99 inches.



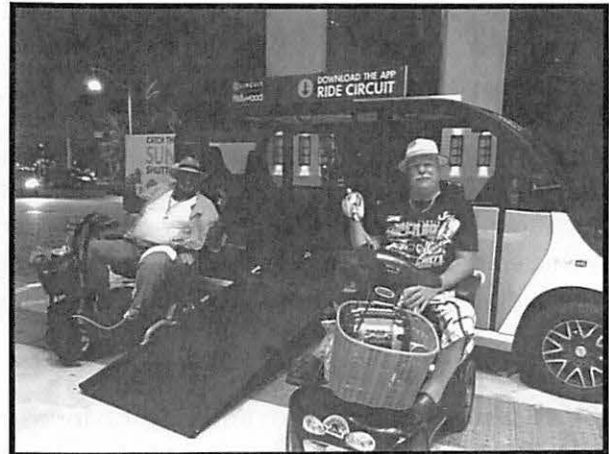
The **Ford Electric Passenger Van** offers a fully automated lift and the ability to secure wheelchairs within the vehicle, and 9 total seats (as opposed to the usual 12, + driver). This van offers HVAC and safety systems for higher speed roads, as well as comfort for riders, and greater battery range. The ADA Ford E-Transit Van comes with rear storage space and 9 passenger seats plus driver and one ADA accessible seat. Circuit was one of the first and remains one of the few service providers to use 100% electric, Ford passenger vans. This vehicle could be added to the fleet or replace a current vehicle if the ridership requires it.





## ADA Compliance

Circuit will craft a service that is available for all users. Having done so already in other markets, Circuit will be able to provide a trusted option for passengers with disabilities. The drivers are trained to be accommodating to everyone looking for a ride. Riders with disabilities have the option to request an ADA vehicle with a loading ramp which would then call upon the standby ADA GEM. This request can be made through the ADA accessible app or by flagging down drivers.



Circuit has ADA compliant vehicles and our drivers are trained to handle all ADA requests. For this pilot program, Circuit proposes one (1) ADA GEM e6 to be available for all ADA requests.

## Vehicle Maintenance

Our in-house mobile service maintenance technicians are able to quickly respond to needs, and adapt vehicles for the market. Vehicles are regularly maintained using rigorous checklists created in conjunction with the vehicle manufacturer to ensure best practice. Vehicles are inspected every 4,000-5,000 miles and the condition of filters, brakes, etc. are tracked and replaced accordingly. Additionally, data is tracked and shared about the cars' performance in order to forecast future maintenance needs.

Each vehicle within our fleet has a unique ID, which helps our operations team track vehicle characteristics and status through our fleet management software and communicates this status to Regional Management and other corporate team members. These characteristics and status include driver vehicle check forms, maintenance records, assigned operating location, mileage, as well as general information such as color, make, model, year, features.

Drivers check vehicles before and after each shift and fill out a vehicle check form. They perform cleaning duties of both inside and outside of the vehicles before, during, and after their shift. Any issues during these processes are noted and reported to local managers, who coordinate larger maintenance and repairs. As highlighted above, we have trained and certified maintenance staff in each operating region, and we already have a local maintenance team in Fort Lauderdale to manage regular and ongoing maintenance for operations in the City, with manufacturer certification for the vehicles in use.

## Infrastructure (Charging and Storage)

With Circuit currently operating services in the City of Fort Lauderdale, we are able leverage our existing infrastructure for both charging and storage of vehicles in order to reduce overall costs for the city. **The location of this facility is less than .5 miles away from the service area at 101 NW 2nd Ave, Fort Lauderdale FL 33311 and is already completely equipped with all amenities needed to handle extra vehicles including level 2 and level 3 chargers (required**



for these vehicle types). Circuit's operation and maintenance personnel are prepared and fully capable of adding more vehicles to this facility without any change or disruption to existing services within Fort Lauderdale.

Combining the use of infrastructure not only provides cost-savings for the City of Fort Lauderdale, but also is much more efficient than having two separate charging & storage locations. Dispatch and replacement with spare vehicles in case of repairs and/or incidents to vehicles being used in this Pilot can be expedited due to the larger infrastructure that Circuit has within the City of Fort Lauderdale and the larger pool of spare vehicles already available.

### Deployment Plan and Timeline

Since the operations team and existing infrastructure is already in place for the service area, the only lead up time required for full deployment of the service would be the vehicle procurement process. As mentioned previously, standard operating procedure is to procure brand new vehicles for each new service that we launch. We would do the same for this service for the City of Fort Lauderdale in order to provide the highest quality possible. **We would be able to target a launch date within 45-60 days of award of the contract but are fully open to discussion of timeline acceleration with the City.**

### Options to Adapt Service

The dedicated team for this project spent time analyzing the service area proposed in Exhibit A, and noted their what they believe will be key destinations including, the YMCA, multiple parks such as Mills Pond and Joseph C. Carter, and popular businesses and connections to City Community Shuttle Routes and BCT Bus Routes. There are several key destinations just outside of the proposed service area that we expect the community will ask to be able to connect to including the Swap Shop, Florida DHSMV, Central Broward Park/ Broward County Stadium and the future Film Studio on NW 31st Ave. When launching a pilot service, Circuit knows it is a priority to be able to quickly adapt and change service areas, hours of operations, and fleet sizes based upon the preliminary ridership data. Looking to our past national experience and keeping the resident's interests first, with Circuit's pooling feature we can provide shared rides to maximize efficiency, understanding that 2-3 vehicles in a service area this size (4.3 sq. mi.) can occasionally cause higher wait times for riders depending on total ridership volume.

As highlighted, Circuit currently already operates Microtransit services within the southeast section of the proposed coverage area detailed in exhibit A







and would be able to adjust the coverage area for this pilot to better service the key locations in the NorthWest community without detracting service from either operation. Similar to how we have tied together 2 separate zones in Hollywood with a connection point at City Hall, we could establish a hub at the YMCA where riders from the NW zone could easily transfer and access our existing zone covering downtown, Las Olas, Flagler Village and the barrier island. We expect this added benefit would significantly increase ridership numbers.

Circuit is fully prepared to be nimble and make adjustments that will prioritize the highest frequented locations and service goals of the city. As a turnkey provider, we are committed to working with the city to adapt the pilot program in any way seen fit. Circuit can change multiple elements of the service within hours of confirmation from the City. This flexibility can give the City peace of mind about their decision to partner with Circuit, knowing that the program will be continuously analyzed so as to be able to make changes as needed and wanted by the city.

### Project Team

**Partner/ Project Manager - Jason Bagley:** Jason is a National Partner at Circuit, has over 12 years of experience operating similar services in South Florida and would be the primary contact for this program. Jason currently oversees Circuit's Florida Operations with 80+ vehicles in Palm Beach, Broward, and Miami counties. Jason has led 100% electric shuttle services in Broward County since 2011. He will be the lead in preparing for and launching operations and coordinate any changes to service that are needed such as service expansion. Jason is based in Fort Lauderdale and is very active in the community.

**Partnership Manager - Alana Wortsman:** Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she helps manage the public-private partnerships in South Florida. Alana works with current service cities on community engagement, events, public affairs, grant opportunities, and marketing materials. Alana was born and raised on Long Island, NY and now resides in Hollywood, FL as her place to call home. She regularly meets with and for fun, you can catch her riding her bike down Hollywood Broadwalk or running with her dog along A1A.

**Regional People Manager - Camille Santiago:** Camille oversees hiring, onboarding and scheduling for all South Florida operations. Camille currently oversees and schedules roughly 35 managers, supervisors and drivers in Palm Beach and Broward counties alone. Her background is in community focused relations with experience in transportation related industry. Manager and shift supervisor onboarding is crucial to service success and having a dedicated manager with experience in multiple locations but at the same time hyper-focused in one area is crucial.

**Area Operations Manager - Raul Toro:** Overseeing all operations in the South Florida Region and responsible for managing a team of Market Managers and supervisors Raul ensures smooth and efficient operations across the area. He is heavily focused on mentoring and coaching our operations leads and oversees our strategic planning, execution,





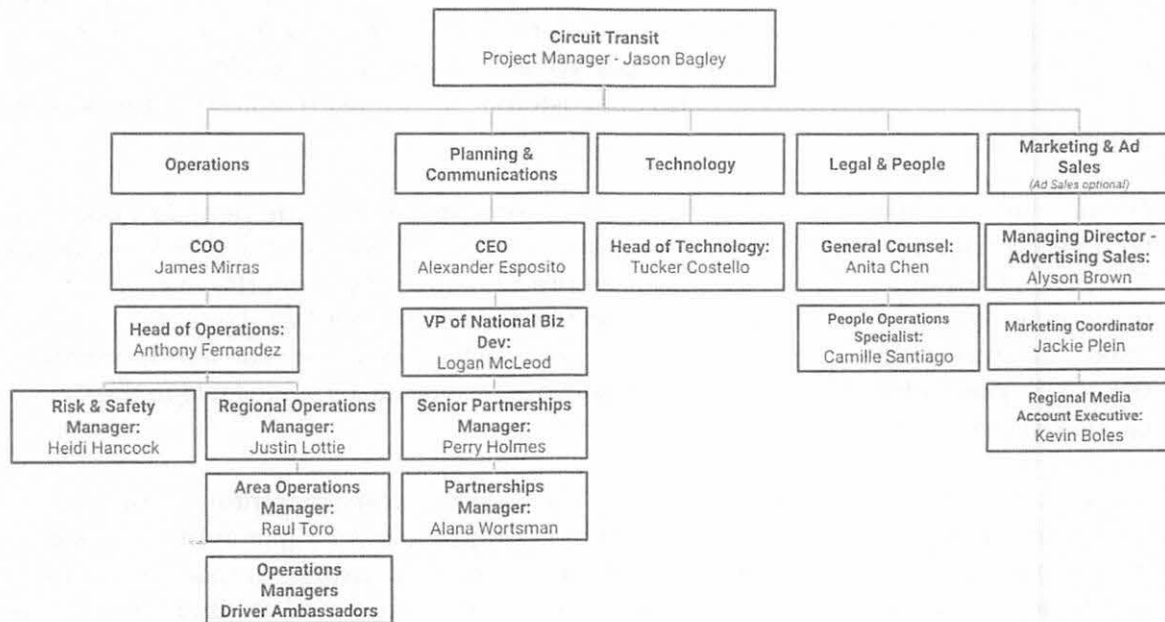
forecasting for the area Raul is a U.S. Veteran with extensive operational and managerial experience in the micro-mobility industry. He is a proactive, creative problem solver that enjoys learning new things daily and is aware of the social and environmental challenges that face the world today.

**Market Manager - Bob McCure:** Bob is currently a Market Manager managing all day to day operations of Circuit's Broward locations. Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Today, Bob manages Fort Lauderdale, Pompano Beach, Hollywood, and Brightline Ft. Lauderdale locations and teams. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and future location managers to keep up with company growth opportunities. Bob was born and raised in Plantation and now calls Fort Lauderdale home.

**Risk & Safety Manager - Heidi Hancock:** serves as the Risk and Safety Manager, responsible for ensuring the safety and well-being of employees and passengers across over forty markets nationwide. Her primary role involves conducting thorough risk assessments to identify potential hazards and mitigate risks in the workplace. With nearly a decade of experience, Heidi has worked as a consultant for companies ranging from the Academy of Motion Pictures to Riverside County SWAT. She is a safety professional with a deep passion for promoting safety and has extensive experience across various fields. Heidi is dedicated to helping develop safety protocols and programs that prioritize employee and customer safety through implementing effective risk management strategies, providing comprehensive safety training, and fostering a safety-conscious culture.



## Org Chart



## Circuit's Technology

### Our Proprietary App - CONFIDENTIAL

Circuit's custom proprietary mobile app for requesting rides is available for Android and iPhone in English and Spanish, with the ability to add additional languages to the platform as needed.

Website: [www.ridecircuit.com](http://www.ridecircuit.com)

Apple: <https://apps.apple.com/us/app/ride-circuit/id988052033>

Android: <https://play.google.com/store/apps/details?id=com.thefreeride.rider>

Circuit has developed its technology to be fully customizable to a customer's specific needs through a variety of features such as on-demand requests, smart stop locations, a pooling algorithm to maximize the utilization of the vehicles, dynamic fare models with flexible pricing and discount options, ADA accessibility requests features, ratings and reviews and more. These features have largely been developed through feedback from riders, drivers and customers, utilizing the data generated across millions of rides to constantly improve our technology. This process is ongoing as we consistently strive to create the best user experience for our riders and partners. Our technology is designed specifically for running and managing these types of last-mile EV shuttle services which is significant because the transportation model is different from other on-demand offerings that are fundamentally built for longer trips.





Riders have consistently rated our services very highly, both in internal and external surveys as well as the app stores. We have a 4.8 rating on the App Store and a 4.5 on Google Play (out of 5 stars), distinguishing us as the highest rated service on the Google Play Store compared to other Microtransit and rideshare services. We are committed to excellent customer experience and long term success, and our customer service team replies to all reviews in the app stores.

Our rider app is complemented by our driver facing app and management dashboard - a technology suite that we built specifically for our neighborhood electric vehicle operations. Circuit owns the app, all of the data, and can provide robust data reports, an ability unavailable to other solutions using white-labeled apps<sup>2</sup>. This further allows the team to make customized adjustments as needed by our customers. We are constantly improving the offering and adding new features, which would continue to be available to the City of Fort Lauderdale at no additional cost.

As we do with other local operations, Circuit can adjust the service territory, hours of operation, and other factors in a timely manner during the planning or implementation stages as needed - such as adding new service territories, adjusting temporarily for special events, adjusting seasonally, adjusting fare, piloting new zones etc. We also have a system in place for notifying riders of any changes to service, including in-app messaging such as updates to safety protocols and emergency conditions (hurricanes, flooding, etc).

### **On-Demand Coverage Zones and Smart Stops**

Through our on-demand offering, a rider can go to and from any location within a geofenced coverage zone, typically focused on a small, localized coverage area so as to minimize wait-times. These rides are door to door, which is extremely beneficial to our riders. Coverage zones can be designed by the city's key decision makers or Circuit can provide customized recommendations based on our extensive experience designing coverage areas. Most importantly, the team prides itself on continuing to support and improve our services so **these geofenced areas can be easily and quickly adjusted as the service needs evolve.**

Within an on-demand coverage area, our technology includes the ability to set up a "smart stop" approach. This allows the rider to go to and from any predefined smart stop within a specified coverage area. These stops could be a transit hub, affordable housing community, shopping mall, school; or, these could be spread throughout the community every few blocks in order to make pick-ups more efficient and reduce wait time. We believe the smart stop approach is typically beneficial when covering larger service zones.

### **Dynamic Pooling**

Our dynamic pooling feature has resulted in **30%+ increases in ridership** using the same number of cars and operating hours. This is true when we measure against our own services

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<sup>2</sup> A white label app is a generic application built by a company to resell it to another business that, in turn, can brand it as their own and customize to appear as if it is their own app.



(turning pooling on and off) and **also true when compared to other operators nationally**. Pooling not only increases ride efficiency, it also decreases traffic, emissions and cost-per-rider, where we've proven to be more effective than other service operators. Traditional TNC companies (ie: Uber and Lyft) don't pool many of their riders and this has led to an increased number of vehicle miles traveled (VMTs), more traffic and congestion.<sup>3</sup>

### Promotional and Discount Codes

With fare based rides enabled, the opportunity is presented for local businesses to "pay" for their patrons' rides, so it becomes free to the end user. We can instantaneously create unlimited promo codes for local businesses who can then share those codes with customers to promote their business. The app will track uses in real time and deduct from a set allotment. Businesses can re-up monthly or as needed.

### Key Advantages of Our App

- On-Demand "door-to-door" functionality
- Ability to add pre-determined Smart Stops to reduce wait times in larger zones
- Robust Data for ridership, reporting, heat-mapping & management purposes;
- Ability to notify riders of service disruption through multiple channels
- Dynamic pooling to reduce congestion and wait times.
- Optional Fare Collection features with discount and promotion codes
- Driver-facing capabilities to communicate with riders prior to boarding the vehicle

### Driver's App

Circuit's driver app and proprietary dashboard is used to manage drivers and generate reports. Each of our drivers is provided a company phone to see ride requests, safely communicate with management and riders, and optimize routes. Our operations and technology teams work closely together to test new features and updates and fix any issues that arise. Our hailed ride feature enables drivers to track non-app-based requests through the driver app. With our pooling feature, multiple rides are able to be assigned to a driver and are viewable in a queue format. Circuit can work with the City for any desired technology integrations, and can provide all necessary performance and data reporting.

### Requesting a ride

Circuit's proprietary application available for iOS and Android phones allows rides to be requested within a geofenced zone. It ensures rides can only be requested and completed within the designated area and our team makes sure that these geofenced zones include exactly the territory desired and that riders can make a request anywhere within this zone.

Within the app, the user can see relevant information about the service, add payment methods, view the coverage map, select their desired pick up and drop off, input number of riders, and request the ride. They are shown the estimated wait time, the location of the

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<sup>3</sup> <http://www.schallerconsult.com/rideservices/automobility.pdf>





assigned car while on its way, and are alerted when the driver is close. Riders can also indicate if they need ADA assistance so that the appropriate vehicle can be assigned to them.

We have designed our user experience to be consistent with modern mobile applications, and we are active on customer service channels if users have questions. Our W2 employee drivers are also available and frequently show riders in person how to use the app. Educational how-to videos, web, and print resources are also available. After a ride request is approved, the app displays a real-time location of the vehicle, wait time, the driver name, and whether or not the ride is pooled.

### **Ride Requesting without the App**

Ride requests are typically done through our app, but our service can also accommodate rides requested by phone and by hailing down a car on the street. These off-app requests can be integrated into our dynamic pooling system and will be accounted for within our rider algorithm. Riders can call to request on-demand rides at any given time within the designed service hours. This option enables accessibility options for riders who do not have a smartphone.

### **Data & Reporting**

In every service, Circuit delivers data reports which range in frequencies from monthly, quarterly, yearly, to as needed ad-hoc data requests depending on the preference of our customers. By leveraging millions of rows of data, we've developed a powerful data set that not only provides important service quality information to our customers but also gives them context on how their service compares to others.

Our ability to collect, record, clean and present data is critical as we believe data is essential to providing an excellent standard of service and ensuring continued improvement. In this spirit, we have put significant investment into our system through industry experts and we have a modern, robust data platform built with the capability of working in ML and AI functions in the future. Our relational data platform integrates numerous data sets to help with data visualization, analysis and reporting. If selected for this pilot, Circuit looks forward to sharing these data capabilities with the City of Fort Lauderdale, as this dataset can be a particularly valuable asset for long term urban planning initiatives and aids decision making on service adjustments during pilots.

All data reports can be available in analytics visualization and/or can be made available through an online portal where users can track pre-determined metrics through interactive dashboards.

### **Examples of the types of data Circuit can provide to partners:**

- hourly, daily, weekly, monthly ridership and boarding
- vehicle occupancy rates
- service utilization per time of day, day, week, month
- trip origins and destinations

- heat maps
- minimum, maximum, and average wait times
  - wait times in tiers (0-5 minutes, 5-10 minutes, 10-15 minutes, 15-20 minutes, etc.)
- minimum, maximum, and average trip length
- ride request method utilized
- number of canceled trips (by operator and by the customers) including the reason and the area.
- Duration of time between when ride was requested and canceled
- number of missed trips
- number and nature of complaints on daily, weekly, and monthly basis
- gross/net revenue collected in case of fare system
- drivers' ratings and feedback received from the passengers.
- Total boardings per month broken down by the following, at a minimum:
  - Resident/non-resident
  - Age
  - Age 65 and older
  - Wheelchair
- Number of completed rides
- Average journey time
- Average distance per ride
- Vehicle miles driven
- Vehicle hours driven
- Average percentage of on-time pick up requests based upon estimate time of arrival provided to rider
- Average percentage of requested rides completed
- Percentage of rides pooled

## Driver Ambassadors

Circuit prefers and always works to hire local W-2 Driver Ambassadors from within the proposed service area who have local knowledge and experience of the community they serve. Our focus is to hire drivers with high degrees of customer service and professionalism as well as local knowledge of the community, as our drivers are ambassadors for the local community. This model reduces greenhouse gas emissions by keeping workers local and supports the local community by providing jobs.

Driver Ambassadors are a critical part of Circuit's proposed approach to this project. We have put extensive capital and effort into developing a robust hiring and training program backed by standard operating procedures, driver manuals, and emergency and health & safety plans designed to provide high quality customer service through a fun and convenient on-demand service. Circuit will ensure all drivers meet and follow the required guidelines as required by city, county and state.







## Driver Qualifications and Screening

As highlighted, Circuit seeks specific driver qualities that ensure safety, professionalism, a focus on customer service, and knowledge of the service area. All Circuit driver ambassadors are at least 21 years of age, have an active driver's license for at least 3 years, have a clean driving record with no accidents or tickets and must be cleared to drive by our insurance carrier through Motor Vehicle Record and/or Background Checks. We can quickly add drivers and vehicles to our national auto insurance policy and avoid delays when new drivers are hired. Finally, we screen heavily for drivers that are based within or very close to the proposed service area. For example, in our Hollywood, Florida operations, 74% of existing Hollywood Sun Shuttle drivers are Hollywood residents.

One of the many benefits of hiring locals is ensuring staff are familiar with the location and can serve as a knowledgeable ambassador. Through our 12+ years of being an operator, we have experience with posting job openings on popular platforms such as Indeed as well as working with local workforce development and job placement centers to source qualified local candidates as is needed by the service or to support any future expansions. Circuit currently has experience with hiring multilingual driver ambassadors and is able to include bilingual/multilingual as a preference for hiring, if desired by the City.

**As required, we will implement the relevant local Drug & Alcohol testing requirements. We have identified a Florida based company, Accredited Drug Testing where we establish a company account for testing. Accredited Drug Testing uses Quest and LabCorp national collection site network.**

## Training

Unlike other providers who claim to be "turnkey solutions" but outsource their operations and/or fleet, Circuit fully employs and trains its operational personnel, including driver ambassadors. Our corporate operations team is filled with experienced microtransit leaders who successfully design training and safety programs specific to the unique operation. The team develops and maintains these operational policies and procedures, including over 180 pages of Operations Manager and Driver Ambassador training guides, and supports standard operating procedure (SOPS). They hire and train new regional managers and coordinate hiring and training for new drivers.

Circuit's training program itself covers safe and efficient operation of electric vehicles, cleaning and safety processes, and customer service. Drivers receive initial in-person training, are observed on ride-alongs, receive ongoing on-the-job training, and are updated on any new operational policies or procedures. Training is conducted by local managers and supervisors. Additionally, drivers are expected to wear a Circuit uniform and name tag in order to ensure professionalism.

Finally, Circuit conducts regular management and staff performance reviews on a weekly, quarterly and annual basis. During these sessions, we encourage the staff to also share their



evaluation of the program and ways to improve service. As emphasized - we hire locally, our staff are members of the community they are serving. Their input and expertise is valuable to improving the service, and we encourage this feedback loop. Managers also conduct monthly ride-alongs with drivers, providing an additional touchpoint for evaluation, feedback, and training. Our teams have consistently met requirements from transit authorities and police/sheriff's departments, including in Florida, California and New York, for vehicle inspections and driver training and testing.

**Our training program specifically covers:**

- Safe operation of an electric vehicle
- Efficient operation of an EV, maximizing battery charge
- Effective cleaning procedures
- Safety guidelines and policies
- Customer service and passenger relations
- ADA regulations and operations
- Use of the Driver Mobile App
- Communications policies
- Emergency procedures and plan
- Accident reporting/procedures
- 

The management team is powered by our proprietary technology and has access to our management dashboard to view operations in real-time and regularly monitor the drivers' performance. Circuit will offer these tools and data reports to the project team at the City, to maintain quality control, transparency and monitoring for future improvements. Additionally, Circuit uses scheduling software to keep the team connected, manage shifts, and enable local management to efficiently manage the driving team. Our teams have consistently met requirements from transit authorities and police/sheriff's departments, in all of our markets, for vehicle inspections and driver training and testing. These hiring and training systems we have in place will help Fort Lauderdale achieve their safety and accessibility goals while also ensuring a high quality customer experience, which encourages further ridership and exploration of the community.

## **Local Operations, Marketing and Advertising**

### **Customer Service**

One of Circuit's core values is customer experience. Circuit focuses on hiring drivers and operational staff that exhibit excellent customer relations skills and we value past experience in client service. We include customer relations as a part of our training program, which includes policies related to safety and responding to rider concerns. We hire locally and prefer drivers that are familiar with the local community to act as an ambassador as well as a driver. Our local operating and management staff are also available during operating hours, which vary by location and are determined in cooperation with local partners.

Training for employees involved in customer service include on-the-job training using quick reference guides for template responses to frequently asked questions. This covers training





with guidance specific to phone calls, app requests, email inquiries and in-person interactions. These employees have direct supervisors to reach out to for approval on sensitive topics to ensure compliance.

We have a multifaceted customer inquiry and contact system, which our operational staff are trained to use and help keep accurate logs. Operational staff are also involved in our local community outreach efforts, including representing the company at local community events. Our employees are trained to respond to customer needs and handle any complaints in a timely and courteous manner. Riders can submit feedback within the mobile application and through the website, email and by phone. Circuit's national corporate team monitors these as well as social media accounts and app store feedback/ratings. The national team will direct users to a local manager if and when needed. We also conduct regular rider surveys to analyze and improve our service offerings.

Our team continually works to make its technology and information about its services accessible broadly to the local communities it operates in. As mentioned in Section 3.5 Technology, our mobile app is available in English and Spanish. We have bilingual drivers in many of our markets and can include hiring preferences for additional language capabilities.

We have also created marketing materials in both English and Spanish. Circuit's website and location pages include accessibility features, and our operations staff are trained in providing equivalent service and any additional assistance needed for riders with mobility impairments and disabilities. Our local teams can also assist riders in downloading the app, providing information about the service and the community, and responding to questions.



## Partnership Managers

A unique element of Circuit's service approach offering that allows us to stand out in the communities we serve is the dedicated partnership team we provide to all of our public partners. Our Partnership Managers extends beyond operational coordination, placing a strong emphasis on engaging with community stakeholders and providing insightful service analytics to inform key decision-makers. Here's how this vital role will actively engage with Fort Lauderdale and it's community:

- **Regular Reporting Meetings:** Bi-Weekly Check-ins, Monthly Progress Updates, and Quarterly Business Reviews - Circuit's partnership managers conduct regular reporting/check-in meetings with program/community stakeholders, presenting data reports that highlight key performance indicators and achievements. This transparent communication fosters community trust and keeps stakeholders informed about the impact of the Circuit program.

- **Tailored Data Reports:** Customized Analytics - Provide community stakeholders with tailored data reports that go beyond basic metrics. These reports may include demographic insights, peak usage times, and popular destinations, offering a nuanced understanding of how the Microtransit service is integrated into the community's daily life.
- **User Feedback Integration:** Feedback Sessions with Stakeholders - Partnership Managers facilitate sessions where community stakeholders can provide their unique user feedback. This collaborative approach ensures that the voices of residents and businesses are heard, and it provides a platform for stakeholders to contribute to service improvements.
- **Community Events and Outreach Programs:** Partnership Manager Representation - Our managers act as a liaison at community events and outreach programs, sharing insights on service analytics and fostering direct communication between stakeholders and Circuit.



**Partnerships Managers:**

**Alana Wortsman** will be the assigned, dedicated Fort Lauderdale Partnerships Manager throughout the term of the contract. She will support the pre-launch process in coordination with Jason Bagley, lead Project Manager. Once the pre-launch process and initial service launch plan has been completed and implemented as specified, Alana will become the main point of contact and serve as the liaison between the City of Fort Lauderdale and the Operations Team to help ensure all service objectives are met. In addition to being available to support the data reporting/analytic needs and any other specifics related to the program services contemplated in Circuit's service proposal, Alana will engage to represent Circuit at community events.



**Service Marketing Capabilities**

If requested and at no extra cost to the City, Circuit can aid in marketing the service to the local Northwest community. We have extensive experience marketing our services in order to increase ridership, helping the city to maximize their service goals. We can market the new service through online advertising, social media, email campaigns, in-app descriptions, and through local community events or popups. All efforts would be led by Fort Lauderdale's designated partnerships manager, Alana, with the full support of the Circuit marketing team.



**Advertising Sales**

Circuit is able to offer third party advertising as an additional revenue option as desired by the City of Fort Lauderdale. We believe that through its advertisement revenue model additional cost savings will be realized by the City on top of what is illustrated in the Cost Proposal section. Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers throughout all of our markets that opt for this cost savings feature. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. Advertising options include exterior vehicle wraps, interior digital displays, email/social campaigns, and product sampling. Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. In addition to our national advertising partners we can bring on to the service, this advertising program can also help to promote local businesses within the City of Fort Lauderdale.

We see advertising as a way to reduce costs and provide a fun and engaging experience for the riders. We have found that brand sponsors improve the rider experience and the methods



Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders. Circuit has found that our parameters around appropriate ads align well with those of our partners, and the City would continue to have final say on what advertisements are allowed and what would not be permitted as required by the RFP. Any advertiser and specific content would be submitted for City approval. Some examples of past campaigns are included in the images below:



## Safety and Risk Mitigation

Safety is a key factor of our operations at Circuit and we take it extremely seriously. The hiring and training systems we have in place will help the City and the CRA achieve safety and accessibility goals with regards to this project while also ensuring a high quality customer experience, which encourages further ridership and exploration of the community. Circuit has a training program in place for new operational staff which covers safe and efficient operation of electric vehicles, cleaning and safety processes, and customer service.

### Response to Example Scenario

*A vehicle breaks down in the middle of the afternoon (weekday) temperature is 95 degrees and the vehicle has a mixture of passengers; elderly, middle aged, children, and infants-explain the course of action that would be taken?*

Circuit has extensive experience operating a high volume of shuttles moving tens of thousands of people every month. We have response protocols in place that would apply





here that include drug and alcohol testing for employees, emergency care protocols for passengers and employees as well as an accident/incident investigation that would occur.

In this example event of a vehicle breakdown, first and foremost we ensure that all passengers and staff are safe and clear from vehicular traffic. If any emergency response is needed we would call 911. We would direct all passengers to a safe area out of the heat, direct sun or inclement weather to wait for another vehicle to arrive. Special attention would be paid to more vulnerable groups involved - elderly, children and infants. The driver of the disabled vehicle would then communicate with their supervisor to dispatch another vehicle to pick up the passengers. Since Circuit currently operates a large service within Fort Lauderdale that borders the proposed service area in this RFP, a spare and not currently operating vehicle would be immediately routed from that service area in order to quickly service the passengers.

Direct communication via phone, text and a company slack channel ensures a quick response. For a disabled vehicle we have technicians nearby to diagnose and often repair on site, otherwise for larger repairs we have an account with both a local tow company and AAA if a vehicle needs to be transported on a flatbed trailer.

Circuit is prepared to handle service disruptions and emergencies and has detailed our procedures in the emergency management, risk mitigation and operating procedures below.

### **Samsara Dash Cams**

Circuit installs Samsara AI bi directional Dash Cameras in every vehicle in our fleet, and would include these for the City of Fort Lauderdale service. These cameras use computer vision to analyze the road and driver behavior in real-time—making it possible to detect distracted driving and even warn drivers of an impending collision, helping prevent accidents before they happen. Any incidents of distracted driving or harsh braking events trigger an alert to “watchers” of specific vehicles. This group includes local, regional and corporate management.

Circuit management can view real time video and still views of the interior and forward facing exterior view of the entire fleet at any given moment. For any incidents the footage can be viewed and saved to determine fault of any accident.



*Samsara AI Dash Cam dashboard with both views, saved footage and trip details including trip route, duration and pick-up and drop-off locations.*

## Florida Code 14-90 and Local Laws

Our program with the City of Pompano Beach, Florida is also partially funded with an FDOT Service Development Grant. As noted by the City, a requirement of the grant is that the vendor must be in full compliance with Florida Administrative Code 14-90. Circuit recently completed an in depth Carrier Assessment Program that evaluated safety, security and maintenance and was conducted by Transystems. **We have successfully completed the review and shown that we are in full compliance with the required code, 14-90.**

As required by the RFP, Circuit will meet all local, state and federal laws required to operate a Microtransit service in the City of Fort Lauderdale. We have extensive experience doing so within Broward County and broader South Florida, and will leverage this knowledge to ensure all applicable codes and regulations are met.

## Risk Mitigation Plans

Risks	Circuit's Response and Mitigation Plan
<b>Safety of Riders</b>	Rider safety is central to everything we do at Circuit, and we recognize that this is driven by our drivers, vehicles and our overall operations. All of Circuit's driver ambassadors go through both criminal and driving record background checks and are vetted by management before being hired. Upon starting, the driver fills out and signs safety forms, goes through a training process and is further evaluated while driving. Additionally, management regularly monitors feedback from riders via app ratings, email feedback, etc. The drivers are also instructed on



	<p>what to do and who to contact during any potential emergencies. Starting with the training, drivers learn how to operate the cars, safely pick up passengers - or get help for unruly patrons that should not ride, make sure all passengers are using their seatbelts, and more.</p> <p>Circuit maintains the fleet using the best practices established over the company's 12+ year history of clean safety. The cars are inspected daily and preventative maintenance is performed to make sure everything is up to the company's standards. Additionally, older cars are rotated out once they've reached a certain mileage or fall below the company's high standards.</p> <p>Operations is the foundation of safety. Also, the drivers are instructed when to halt service. In the event of bad weather or other factors that may lead to unsafe conditions, we halt the service. Management is also able to monitor driver behavior and locate driver whereabouts using Samsara bi-directional dash cameras and our proprietary backend dashboard. Additionally, each driver is equipped with a company phone, fire extinguishers, first aid kits, and other necessary equipment.</p>
<b>Safety and Security of personal belongings of riders and drivers</b>	<p>While the drivers do not handle the personal belongings of the passengers, every driver is encouraged to look around the car to make sure no one has left anything behind. In the event that something is left behind, the driver (if the passenger used the app) is able to call the last rider. If the rider does not respond then management is alerted via our internal messaging platform, Slack and belongings are held until someone claims them. If the app is included, passenger history is available to management to contact passengers as needed.</p> <p>Management has set up areas in all of its locations where drivers can safely store belongings, keys, phones, etc.</p>
<b>Heat, Rain, Flooding, weather challenges</b>	<p>Weather can be a common concern in South Florida and Circuit has extensive experience with these issues in Hollywood and across South Florida.</p> <p>Management and drivers are in close contact and will halt services in the event that inclement weather leads to unsafe driving conditions. Safety is always a top priority.</p> <p>In the event of severe weather, Circuit takes the cars off of the road and stores them in indoor parking garages. Should space not be available, the back panels, rooftops and any extensions are removed from the cars to secure the vehicles.</p> <p>During King tides, flooded areas are avoided. Drivers can contact riders requesting in those areas to notify them that the area is not passable. Circuit can quickly add important alerts to our app so when you open the Hollywood location a timely message pops up prior to requesting a ride.</p>
<b>Maintaining a reliable, consistent schedule of service</b>	<p>Circuit uses its experience, data and marketing knowledge to stay ahead of factors that might impact the schedule of service. Understanding traffic patterns, bridge and toll timing and demand levels allows the management team to deploy the appropriate number of vehicles at any time. Additionally, contingency plans are in place and replacement vehicles are available in nearby Fort Lauderdale, should one of the shuttles be inoperable. Also additional drivers are available on call and in Fort Lauderdale should one of the drivers call out sick.</p>

	Circuit always keeps backup drivers and backup cars available in order to maintain a consistent schedule of service.
<b>Maintaining qualified drivers</b>	Circuit uses qualified, 21+ , W2, paid hourly employees and vets them heavily before hiring. This, and maintaining a comfortable workplace is the key to retention. Driver retention is a factor that the company is proud of. There are happy teams in every market of service and retention rates remain high in Hollywood at ~94%! Additionally, Circuit uses Homebase - a scheduling software - to keep the team connected, manage shifts, etc. Lastly, if using the app, all of the drivers receive feedback from passengers allowing management to adjust and improve accordingly.
<b>Keeping vehicles operational</b>	The key to keeping vehicles operational is regular service, proper charging/storage conditions and staying ahead of problems. With a fleet of 100+ vehicles, Circuit has developed many systems to keep the vehicles operational. Additionally, Circuit has developed a close relationship with the vehicle manufacturer that lead to national fleet pricing, extended warranties and priority maintenance.
<b>Vandalism or theft of vehicles</b>	Unfortunately, Circuit has dealt with vandalism in the past. Theft and vandalism are always concerns but the team does everything it can to prevent such instances - locking cars, storage facilities, cameras, routine spot-checks and more. In the event vandalism or theft takes place, Circuit will use its data and schedule to determine the exact time and place and who was working or was the last to work. From there, all incidents will be reported to local law enforcement and the company's insurance providers.
<b>Vehicular accidents with automobiles, cyclists, pedestrians while on route</b>	Fortunately, Circuit has a very strong safety record with few incidents to report. In the event that something happens with other automobiles, cyclists or pedestrians, the first move is always to see if anyone needs medical attention. If so, medical help will be sought immediately. The drivers are also equipped with fire extinguishers, first-aid kits, etc. From there, local law enforcement will be called to the scene. After such events, Circuit's management will contact insurance providers and all parties involved in the incident. Circuit can also use data from the app to determine when the accident took place and how to mitigate future issues.

## Managing short-term and long-term driver health risks

**Driver Training and Education:** We provide comprehensive training programs to equip drivers with knowledge and skills to navigate challenging situations and ensure they can safely handle them.

**Safety Equipment:** Samsara smart dash cameras enhance driver safety and improve vehicle performance. Using AI technology also helps drive more safety communication and coaching opportunities with live footage.

**Emergency Response Planning:** Our robust development of emergency response plans ensures drivers are aware of procedures in case of accidents or emergencies and know who the proper personnel are to contact





**Regular Vehicle Inspections:** We conduct regular vehicle inspections to ensure that maintenance issues are identified and addressed promptly and risks are mitigated before they can occur.

**Breaks and Rest:** Circuit encourages drivers to take regular breaks and limit hours worked to improve alertness while driving and promote the highest quality service while operating.

## References (4.2.5)



### REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: City of Hollywood  
 Address: 2600 Hollywood Blvd. Hollywood, FL 33020  
 Contact Person: Mark Johnson  
 Title: Sr. Project Mgr. Dept. of Development Services  
 Phone #: 954-921-3991  
 Email: mjohnson@hollywoodfl.org  
 Contract Value: \$1,128,972 annually  
 Year(s): April 2019 - Present, Won Second RFP 6/2023  
 Description: On Demand MicroTransit Mixed EV Fleet of 14 East (Downtown, Barrier Island) West (TriRail & areas W of City hall and I95) \$2 Fares.

Company Name: City of Pompano Beach  
 Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060  
 Contact Person: Jeff Lantz  
 Title: Parking Manager, Project Lead  
 Phone #: 786-360-9862  
 Email: jeff.lantz@copbfl.com  
 Contract Value: \$273,275 annually  
 Year(s): April 2021 - Present, FDOT Grant  
 Description: FDOT and City funded On Demand MicroTransit Barrier Island and Downtown. Only 3 cars moving ~10k riders/ month!

Company Name: Town of Lauderdale-by-the-Sea  
 Address: 4501 N. Ocean Dr. Laud-by-the-Sea, FL 33308  
 Contact Person: Linda Conners  
 Title: Town Manager  
 Phone #: 954-640-4204  
 Email: townmanager@lauderdalebythesea-fl.gov  
 Contract Value: \$831,260 for 3 years  
 Year(s): April 2023 - Present  
 Description: On Demand MicroTransit covering Town Limits Connecting to City of FTL Galt Mile. Record 8775 Riders last month with only 4 cars



## Current Customer Letters of Support

DATE April 10, 2024

Procurement Services Division  
100 N Andrews Ave.  
Fort Lauderdale, FL 33301

Re: RFP No. 161

Request for Proposals for MicroTransit Pilot Services

To those whom it may concern in the City of Fort Lauderdale,

I am writing this letter in support of Circuit Transit Inc.'s application for the Request for Proposals for Microtransit Services. As the Parking Manager for the City of Pompano Beach, I believe Circuit would be an excellent and effective provider for these types of services that will assuredly benefit the designated area in the City of Fort Lauderdale.

Our program in Pompano Beach is funded in part by a Florida Department of Transportation Service Development Grant. A requirement for the grant funding is for our vendor to be in compliance with Florida Administrative Code 14-90 for Equipment and Operational Safety Standards for Transit Systems. Circuit completed an in depth review recently and is in full compliance.

Circuit's team has been a pleasure to know and have been great at building local support. Circuit's team has focused on jobs, safety and the communities it operates in. Their electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many cities struggle with. They have been a welcomed resource to the Pompano Beach Community.

In Pompano Beach, Circuit has a proven track record of successfully implementing and managing transportation solutions that prioritize accessibility, affordability, and sustainability. The commitment to social responsibility aligns seamlessly with the City of Pompano Beach goal of providing reliable transportation to the city's population at large. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions regarding the Pompano Beach experience with their service and our relationship with Circuit Transit in general, please feel free to contact me at [Jeff.Lantz@copbfl.com](mailto:Jeff.Lantz@copbfl.com).

Sincerely,

Jeff Lantz

Parking Manager - Pompano Beach, Florida



Department of Development Services  
Engineering, Transportation & Mobility



tel: 954.921.3900  
fax: 954.921.3416

April 10, 2024

Procurement Services Division  
100 N Andrews Ave.  
Fort Lauderdale, FL 33301

Re: RFP No. 161

Request for Proposals for MicroTransit Pilot Services

To those whom it may concern in the City of Fort Lauderdale,

I am writing this letter in support of Circuit Transit Inc.'s application for the Request for Proposals for Microtransit Services. As the Senior Project Manager, I believe Circuit would be an excellent and effective provider for these types of services that will assuredly benefit the designated area in the City of Fort Lauderdale.

Circuit's team has been a pleasure to know and have been great at building local support. Circuit's team has focused on jobs, safety, and the communities it operates in. Their electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many cities struggle with. They have been a welcomed resource to the City of Hollywood.

In the City of Hollywood, Circuit has a proven track record of successfully implementing and managing transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit understands the unique needs of the City of Hollywood and has designed its services to be not only efficient but also user-friendly and accommodating.

Should you have any questions regarding our experience with Circuit and their services in general, please feel free to contact me at 954 9213991.

Sincerely,

Mark L. Johnson, P.M.P.  
Senior Project Manager  
Engineering, Transportation, and Mobility Division  
Email: mljohnson@hollywoodfl.org





## Fort Lauderdale Riders Letters of Support



### Letter of Support for Circuit in Fort Lauderdale

I was excited to learn that the City of Fort Lauderdale recently released an RFP for on-demand microtransit services in the NorthWest section of the City.

I have either lived, worked, or spent a considerable amount of time in Fort Lauderdale and know the area described very well. In addition, I have used or am familiar with Circuit's on-demand transportation services in Fort Lauderdale.

I think that Circuit's vast experience as a Microtransit provider in Fort Lauderdale and broader South Florida will ensure an efficient and reliable service for residents and visitors. Circuit's platform will reduce congestion and their electric vehicles will keep the air clean. Based on my experience, Circuit would be a great addition to the Fort Lauderdale community!

*(If you agree, please enter your name below!)*

First name \*

Last name \*

Email

What most describes you?

- ☐ Resident  
☐ Visitor  
☐ Business Owner  
☐ Other

Additional Comments

Thank you for filling out the form! To learn more please visit us at:

[www.ridecircuit.com](http://www.ridecircuit.com)

**Disclaimer:**

\*Circuit may share the aggregated results of this form with the public, however your personal details (full name and email address) will not be shared.\*



Recent riders were sent the above optional letter of support form after taking a ride with Circuit in our Fort Lauderdale location. Some of the responses are below, showing their support for expansion of services within the City with additional comments on why they love the service.

	First name	What most describes you?	Additional Comments
1	Mark	Resident	
2	Christian	Resident	
3	Catherine	Resident	I use Circuit several times a week versus driving my car. I even have sold my own personal golf cart - it's a much safer option to ride Circuit because my daughter is not riding on the back seat, at risk of injury by a car.
4	Cynthia	Visitor	Enjoy rides from Las Olas to beach! You definitely need this service! We come about twice a year to Florida. I was surprised to find there was a fee now instead of just tips.
5	Adina	Other	I am new to the East Coast and have been exploring this concept of public transit. It makes the option of going without a personal vehicle pleasantly possible. On the West Coast one must have several vehicles - one to farm with, one to climb hills, and of course, the necessary city grocery getter. In Florida, I have enjoyed not having to drive.
6	Neishaa	Resident	
7	Sharron	Visitor	We thought the Circuit experience was awesome. What a great, fun way to get around. The drivers were amazingly helpful and nice. They made suggestions on what to do, see and eat. It was an absolute hoot to be taken downtown from our Beach hotel. I have told all my friends about this so when they visit Ft Lauderdale they can enjoy the Circuit as well.

8	Jason	Resident	Circuit is extremely reliable. The drivers are very friendly and I would not be able to commute throughout the south Florida region without circuit. I am totally blind and I appreciate how flexible and easy circuit is to utilize.
9	Alvin	Resident	I love the electric vehicles!!!
10	Kevin	Resident, Business Owner	
11	Patricia	Resident	This is a fantastic service and just adds to my wonderful experience relocating to Fort Lauderdale!!
12	Jose	Business Owner	
13	Marcia	Visitor, Other	I work as well as visit Ft. Lauderdale. The drivers drive safely are very courteous and kind
14			
15	Cherise	Resident	I live, work, and play in the Fort Lauderdale neighborhood of Flagler and Downtown Las Olas and Galleria neighborhoods. This local Circuit ride brings a non city driver peace of mind to get around without having to be stressed with the local city bus and ride share services. The drivers are friendly and already know the passengers like family.
16	Don	Resident	
17	Floyd	Resident	Love it! Good for the city. Visitors are impressed.
18	Jesse	Visitor	It really helped save money on Uber rides for shorter distances.

19	Sandra	Resident	This is such a wonderful service. Especially for seniors! It's one of the many things that make Fort Lauderdale a great place to live or visit!
20	Michelle	Visitor	Took this quite a few times while on vacation...loved it!
21	Melinda	Visitor	We LOVED this service and look forward to using it on our next visit!
22	Lisa	Resident	
23	Laverne	Visitor	Me and my spouse enjoyed the convenience of having a designated driver, and the inexpensive travel of seeing the Fort Lauderdale area.
24	Christopher	Resident	
25	Leila	Visitor	Loved using Circuit! it was convenient, affordable & fun! my driver was pleasant & knowledgeable abt the area
26	Connie	Resident	
27	Daniel	Resident	I appreciate this service very much



28	Federica	Resident	
29	Carey	Visitor	Great service!
30	Rosa	Resident	Wonderful service
31	Bella	Resident	It's super helpful for free rides in the city! We'd like to see more initiatives like this one in the city!
32	Laura	Resident	My move from Philadelphia to Fort Lauderdale would not have been possible without Circuit. I don't have a car. Circuit gives me freedom of movement.
33	Darrin	Visitor	I loved using Circuit as a way to get around. I think it's a terrific option and could be used all over the city
34	Irene	Visitor	Great initiative to keep! It's super helpful for free rides in the city!
35	Melissa	Resident	
36	Vince	Resident	I'm a resident and owner. 7 months I spend here. I appreciate Circuit cause of the availability and the drivers mannerisms. They are very kind and considerate.
37	Stacy Leigh	Resident	I love this service
38	Annette	Resident	I love the service. If out at night, I feel safer riding the circuit to get home.
39	Steven	Resident	
40	Lillie	Visitor	
41	Michael	Business Owner, Resident	Great mobility option.
42	Valarie	Resident	

43	Nicole	Resident	
44	Nyree	Visitor	Great service! Use it often when we visit!
45	Rosalia	Resident	
46	Philip	Resident, Business Owner	
47	Taylor	Resident	
48	Jack	Resident	
49	Nancy	Visitor	We visit for a month every winter and this year we relied on Circuit instead of a rental car and it was the best. Looking forward to next year.
50	Christie	Visitor	Circuit makes it nice when you fly to Florida and do not want to rent a car to get around.

### **M/WBE Participation (4.2.6)**

Circuit is committed to furthering Florida's goal of M/WBE participating in the procurement process and has had previous experience with sourcing M/WBE certified businesses. We will continue to make good faith efforts to give the opportunity to procure any additional services needed in relation to our fulfillment of this microtransit pilot program (such as maintenance or marketing) from M/WBE certified businesses.

Mad 4 Marketing is a marketing firm that is both DBE and MBE certified, and has worked with us on past microtransit projects. We currently work with them in Hollywood Florida, for marketing services related to promoting our Water Taxi shuttle. They are located at 5255 NW 33rd Ave Fort Lauderdale, FL 33309. For the purposes of this RFP and the marketing needs that come along with operating a MicroTransit service, Circuit would reconnect with them to discuss our marketing needs.

### **Subcontractors (4.2.7)**

There are no subcontractors to be identified for this project.



## Required Forms (4.2.8)

### Proposal Certification

#### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Circuit Transit Inc EIN (Optional): 82-4586300

Address: 501 East Las Olas Blvd

City: Fort Lauderdale State: FL Zip: 33301

Telephone No. 646-504-3733 FAX No. \_\_\_\_\_ Email: anita@ridecircuit.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐ <sup>Text</sup>

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

**VARIANCES** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Jason Bagley

Name (printed)

4/10/24

Date

  
Signature

Vice President Strategic Growth

Title

revised 09-2022



## Cost Proposal

### Pricing Summary

Given the cities' budget of \$650,000 and desire to stretch the budget to be utilized for 3 years, all of the pricing scenarios below are priced at the maximum service hours possible given these budget constraints. The "Scenario Total" at the bottom is calculated from the highest number of hours that will keep costs below \$18,000/month. Scenario B provides the highest possible hours of operation at 334. These final monthly prices are fully adjustable based upon the hours of operation desired by the city, and would be calculated based upon hourly rates provided below.



**Scenario A – Advertising revenue shared equally between the Vendor and the City**

COST PROPOSAL								
CATEGORY OF VEHICLE	I	II	III	IV	V	VI	VII	
Vehicle Type	Polaris Gem e6 or similar	Tesla model Y or similar	Tesla model X or similar	7 passenger electric van	7 passenger non electric van	12 passenger electric van	12 passenger non-electric van	
List Proposed Vehicle: Year Make Model	2022 or newer WAEV Gem e6	2024 Kia Niro EV Wind	N/A	2022 or newer ADA Ford E-Transit Electric Van	N/A	2022 or newer Ford E-Transit Electric Van	N/A	
CATEGORY OF HOURS	RANGE OPERATING HOURS PER VEHICLE PER MONTH	HOURLY OPERATING COST (\$)						
A	below 100	\$45.78	\$48.30	-	\$81.89	-	\$78.61	-
B	101 - 150	\$40.00	\$42.00	-	\$68.60	-	\$66.00	-
C	151 - 200	\$33.71	\$35.14	-	\$54.14	-	\$52.29	-
D	201 - 250	\$30.22	\$31.33	-	\$46.11	-	\$44.67	-
E	251 - 300	\$28.00	\$28.91	-	\$41.00	-	\$39.82	-
F	301 - 350	\$26.46	\$27.23	-	\$37.46	-	\$36.46	-
G	351 - 400	\$25.33	\$26.00	-	\$34.87	-	\$34.00	-
H	401 - 450	\$24.47	\$25.06	-	\$32.88	-	\$32.12	-
I	451 - 500	\$23.79	\$24.32	-	\$31.32	-	\$30.63	-
J	More than 500	\$23.49	\$23.99	-	\$30.62	-	\$29.98	-

**COST PROPOSAL FORMULA AND WORKSHEET**

**Scenario A – Advertising revenue shared equally between the Vendor and the City**

Category of Vehicle List Below (I-VII)	Quantity of Vehicle	(x)	Category of Hours List Below (A - J)	Exact Number of Hours	(x)	Hourly Operating Costs (\$)	=	Extended Cost
III	2	(x)	F	324	(x)	\$27.23	=	\$17,645.04
I	1	(x)	-	0 (Standby)	(x)	-	=	\$307 (Fixed)

**Scenario A Total (Place in Line-item No.3 in Infor): \$17,952.04**



**Scenario B – Advertising revenue kept by the Vendor**

COST PROPOSAL								
CATEGORY OF VEHICLE	I	II	III	IV	V	VI	VII	
Vehicle Type	Polaris Gem e6 or similar	Tesla model Y or similar	Tesla model X or similar	7 passenger electric van	7 passenger non electric van	12 passenger electric van	12 passenger non-electric van	
List Proposed Vehicle: Year Make Model	2022 or newer WAEV Gem e6	2024 Kia Niro EV Wind	N/A	2022 or newer ADA Ford E-Transit Electric Van	N/A	2022 or newer Ford E-Transit Electric Van	N/A	
CATEGOR Y OF HOURS	RANGE OPERATING HOURS PER VEHICLE PER MONTH	HOURLY OPERATING COST (\$)						
A	below 100	\$43.25	\$45.78	-	\$79.36	-	\$76.08	-
B	101 - 150	\$38.00	\$40.00	-	\$66.60	-	\$64.00	-
C	151 - 200	\$32.29	\$33.71	-	\$52.71	-	\$50.86	-
D	201 - 250	\$29.11	\$30.22	-	\$45.00	-	\$43.56	-
E	251 - 300	\$27.09	\$28.00	-	\$40.09	-	\$38.91	-
F	301 - 350	\$25.69	\$26.46	-	\$36.69	-	\$35.69	-
G	351 - 400	\$24.67	\$25.33	-	\$34.20	-	\$33.33	-
H	401 - 450	\$23.88	\$24.47	-	\$32.29	-	\$31.53	-
I	451 - 500	\$23.26	\$23.79	-	\$30.79	-	\$30.11	-
J	More than 500	\$22.99	\$23.49	-	\$30.13	-	\$29.48	-

**COST PROPOSAL FORMULA AND WORKSHEET**

**Scenario B – Advertising revenue kept by the Vendor**

Category of Vehicle List Below (I-VII)	Quantity of Vehicle	(x)	Category of Hours List Below (A - J)	Exact Number of Hours	(x)	Hourly Operating Costs (\$)	=	Extended Cost
III	2	(x)	F	334	(x)	\$26.46	=	\$17,675.28
I	1	(x)	-	0 (Standby)	(x)	-	=	\$307 (Fixed)
Scenario B Total (Place in Line-item No.4 in Infor) \$17,982.28								



**Scenario C – No advertisement on vehicles allowed**

COST PROPOSAL							
CATEGORY OF VEHICLE	I	II	III	IV	V	VI	VII
Vehicle Type	Polaris Gem e6 or similar	Tesla model Y or similar	Tesla model X or similar	7 passenger electric van	7 passenger non electric van	12 passenger electric van	12 passenger non-electric van
List Proposed Vehicle: Year Make Model	2022 or newer WAEV Gem e6	2024 Kia Niro EV Wind	N/A	2022 or newer ADA Ford E-Transit Electric Van	N/A	2022 or newer Ford E-Transit Electric Van	N/A

CATEGORY OF HOURS	RANGE OPERATING HOURS PER VEHICLE PER MONTH	HOURLY OPERATING COST (\$)						
		I	II	III	IV	V	VI	VII
A	below 100	\$53.35	\$53.35	-	\$87.44	-	\$83.66	-
B	101 - 150	\$46.00	\$46.00	-	\$73.10	-	\$70.00	-
C	151 - 200	\$38.00	\$38.00	-	\$57.50	-	\$55.14	-
D	201 - 250	\$33.56	\$33.56	-	\$48.83	-	\$46.89	-
E	251 - 300	\$30.73	\$30.73	-	\$43.32	-	\$41.64	-
F	301 - 350	\$28.77	\$28.77	-	\$39.50	-	\$38.00	-
G	351 - 400	\$27.33	\$27.33	-	\$36.70	-	\$35.33	-
H	401 - 450	\$26.24	\$26.24	-	\$34.56	-	\$33.29	-
I	451 - 500	\$25.37	\$25.37	-	\$32.87	-	\$31.68	-
J	500+	\$24.99	\$24.99	-	\$32.12	-	\$30.97	-

**COST PROPOSAL FORMULA AND WORKSHEET****Scenario C – No advertisement on vehicles allowed**

Category of Vehicle List Below (I-VII)	Quantity of Vehicle	(x)	Category of Hours List Below (A - J)	Exact Number of Hours	(x)	Hourly Operating Costs (\$)	=	Extended Cost
III	2	(x)	E	287	(x)	\$30.73	=	\$17,432.38
I	1	(x)	-	0 (Standby)	(x)	-	=	\$307 (Fixed)

**Scenario C Total (Place in Line-item No.5 in Infor) \$17,739.38**

Submitted by:

Name: Jason BagleyTitle Partner

Signature

Date Friday, April 12th, 2024

## Non-Collusion Statement



### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Text

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature  
Jason Bagley

Name (Printed)

Vice President - Strategic Growth

Title  
4/10/24

Date

Rev 09-2022



## Non-Discrimination Certification



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
\_\_\_\_\_  
Authorized Signature

Jason Bagley - Vice President Strategic Growth

\_\_\_\_\_  
Print Name and Title

4/10/24  
\_\_\_\_\_  
Date

Form 100-100 (10/2022)

## Local Business Preference



### LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR\\_CH2AD ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

Form 100-200 Revision 03/01/02

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) \_\_\_\_\_ is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (2) Circuit Transit Inc is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (3) \_\_\_\_\_ is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name
- (6) \_\_\_\_\_ is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
Business Name

Circuit Transit Inc.

BIDDER'S COMPANY:

Jason Bagley

4/10/24

AUTHORIZED COMPANY PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO Revision: 03/31/2021



## Disadvantaged Business Preference



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Figures: Page 020-0217-0021



**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_  
Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

(2) \_\_\_\_\_  
Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

(3) \_\_\_\_\_  
Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) \_\_\_\_\_  
Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) Circuit Transit Inc.  
Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: Circuit Transit Inc.

AUTHORIZED COMPANY PERSON: Jason Bagley 4/10/24  
PRINT NAME SIGNATURE DATE

Form NYS-ISO 03/17/02/1

## Contract Payment Method



### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(1)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
Authorized Signature

Jason Bagley - Vice President Strategic Growth

Print Name and Title

4/10/24  
Date

Form 100-00 09/2022



## E-Verify Affirmation Statement

### E-VERIFY AFFIRMATION STATEMENT

City of Fort Lauderdale Administrative Pilot Services RFP# 161  
Microtransit Pilot Services  
4/10/24

RFP/Bid /Contract No: \_\_\_\_\_  
Project Description: Microtransit services in the City of Fort Lauderdale

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Circuit Transit Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Jason Bagley - Vice President Strategic Growth

Date: 4/10/24



## Sample Insurance Certification

ACORD <sup>®</sup>		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/02/2024		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071		<b>CONTACT</b> NAME: PHONE: FAX: E-MAIL: ADDRESS:		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United States Fire Insurance Company INSURER B: North River Insurance Co. INSURER C: Insurance Company Of The West INSURER D: INSURER E: INSURER F:		
CNI43116387-CT-GAUW-23-24				NAIC # 21113 21105 27847		
<b>INSURED</b> Circuit Transit Inc. 777 S Flagler Dr Suite 800W West Palm Beach, FL 33401						
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> LOS-002748208-01		<b>REVISION NUMBER:</b> 1		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5432330727	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1337547267	06/11/2023	06/11/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		5821214958 "Excess of General Liability Only"	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WFL5046725 05-00	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Fort Lauderdale is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.</p>						
<b>CERTIFICATE HOLDER</b> City of Fort Lauderdale Transportation & Mobility Department 290 NE 3rd Avenue Fort Lauderdale, FL 33301				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Marsh Risk & Insurance Services		

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<b>INSURED</b> CN143116387-CT-GAUW-23-24 Circuit Transit Inc. 777 S. Flagler Dr. Suite 800W West Palm Beach, FL 33401			<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER B: North River Insurance Co</td> <td>21105</td> </tr> <tr> <td>INSURER C: Insurance Company Of The West</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER	NAIC #	INSURER A: United States Fire Insurance Company	21113	INSURER B: North River Insurance Co	21105	INSURER C: Insurance Company Of The West	27847	INSURER D:		INSURER E:		INSURER F:	
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W-9

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service		<b>Request for Taxpayer Identification Number and Certification</b>		Give Form to the requester. Do not send to the IRS.																																													
▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.																																																	
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Circuit Transit Inc.</b>																																																
	2 Business name/disregarded entity name, if different from above																																																
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶</div><div><input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</div></div>																																																
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		Requester's name and address (optional)																																														
	5 Address (number, street, and apt. or suite no.) See instructions. <b>501 East Las Olas Blvd</b>																																																
6 City, state, and ZIP code <b>Fort Lauderdale, FL 33301</b>																																																	
7 List account number(s) here (optional)																																																	
<b>Part I Taxpayer Identification Number (TIN)</b>																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25px; height: 25px;">8</td><td style="width: 25px; height: 25px;">2</td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;">4</td><td style="width: 25px; height: 25px;">5</td><td style="width: 25px; height: 25px;">8</td><td style="width: 25px; height: 25px;">6</td><td style="width: 25px; height: 25px;">3</td><td style="width: 25px; height: 25px;">0</td></tr></table>					Social security number																		or									Employer identification number									8	2		4	5	8	6	3	0
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<b>Part II Certification</b>																																																	
Under penalties of perjury, I certify that:																																																	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																	
3. I am a U.S. citizen or other U.S. person (defined below); and																																																	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%; padding: 5px;"><b>Sign Here</b></td><td style="width: 45%; padding: 5px;">Signature of U.S. person ▶ </td><td style="width: 40%; padding: 5px;">Date ▶ <b>4/1/24</b></td></tr></table>					<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>4/1/24</b>																																										
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Section references are to the Internal Revenue Code unless otherwise noted.																																																	
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																																	
<b>Purpose of Form</b>																																																	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																	
<ul style="list-style-type: none"><li>• Form 1099-INT (interest earned or paid)</li><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>																																																	
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																	
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																	
Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2018)</span>																																																	



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant.** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(ii)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.571-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.571-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





Vendor ID: \_\_\_\_\_  
Office use only

### Grant Application

- Submit a current W-9 with application

The CRA's Vendor List is updated periodically. An updated W-9 is required whenever there is a change in address, and must be submitted to the CRA Finance Department. Phone number is 561-600-9092 or 561-600-9095.

All the \* fields are required

Apply Date\* 1/25/24 Federal ID#\* 82-4586300

Company Type\* ☒ Corporation ☐ Individual/Sole Proprietor ☐ Joint Venture  
☐ LLC ☐ Partnership/Limited Partnership ☐ Non Profit\*

Company Name\* Circuit Transit Inc.

D.B.A. \_\_\_\_\_

Email Address\* anita@ridecircuit.com or jason@ridecircuit.com

Address\* 501 East Las Olas Blvd.

Suite/Unit# \_\_\_\_\_ City\* Fort Lauderdale

State/Province\* FL Zip Code\* 33301

Phone No 646-504-3733 Ext. \_\_\_\_\_ Fax# \_\_\_\_\_

Contact Person\* Jason Bagley

Title Partner - VP Strategic Growth SE Mobile# (305) 494-1612

☒ Check this box if the Billing Address is same as Company Address. Otherwise please complete the following:

Address\* \_\_\_\_\_

Suite/Unit# \_\_\_\_\_ City\* \_\_\_\_\_

State/Province\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

Phone No \_\_\_\_\_ Ext. \_\_\_\_\_ Fax# \_\_\_\_\_

Contact Person\* \_\_\_\_\_

Title \_\_\_\_\_ Mobile# \_\_\_\_\_

Principal line of business: Passenger transportation

PLEASE NOTE: THE STATE OF FLORIDA HAS A BROAD PUBLIC RECORDS LAW. ALL RECORDS OF THE STATE OR POLITICAL SUBDIVISIONS OF THE STATE ARE OPEN FOR PUBLIC INSPECTION AND COPYING, SUBJECT TO CERTAIN STATUTORY EXEMPTIONS. IF YOU CHOOSE TO PROVIDE PERSONAL INFORMATION SUCH AS YOUR NAME, EMAIL ADDRESS, PHONE NUMBER(S), ADDRESS OR ANY OTHER PERSONAL INFORMATION IN THIS CONTACT FORM OR OTHER FORM ON THIS SITE, UNLESS EXEMPTED BY FLORIDA STATUTES, THIS INFORMATION IS A PUBLIC RECORD UNDER FLORIDA'S GOVERNMENT IN THE SUNSHINE LAWS AND IS AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST. IF YOU DO NOT WANT THIS INFORMATION RELEASED IN RESPONSE TO A PUBLIC RECORDS REQUEST, PLEASE DO NOT SUBMIT THIS INFORMATION. IF YOU HAVE QUESTIONS ABOUT OUR WEBSITE'S PRIVACY POLICIES, PLEASE CONTACT US AT 561-600-9092 or 561-600-9095.



City of Fort Lauderdale RFP 161 for Microtransit Pilot Services  
Page 72



## Appendix

### Proof of Vehicle Ownership

2024 Kia Niro EV Wind

VIN(s):

KNDCR3L11R5098139

KNDCR3L14R5098054

Proof of ownership:



INSPIRATION MOBILITY GROUP, LLC – LEASE SCHEDULE  
CIRCUIT TRANSIT INC.

#### Lease Schedule No. 2

#### Notice No. 1

This Notice No. 1 (this "Notice"), is issued on March 5, 2024, references that certain (a) Master Vehicle Lease Agreement (*eTRAC*), dated as of October 19, 2023, by and between Inspiration Mobility Group, LLC ("Inspiration"), and Circuit Transit Inc. ("Lessee"), as the same may have heretofore been or may hereafter be amended, modified or supplemented, the "Agreement"; and this Schedule (including all of the terms and conditions of the Agreement incorporated herein), together with all documents executed in connection with this Schedule, being collectively referred to herein as this "Lease", as amended from time to time, the "MLA", and (b) Lease Schedule No. 2, effective as of February 15, 2024, by and between Lessee and IM Fleet, Ltd. ("Lessor"), as amended from time to time, the "Schedule".

This Notice is issued pursuant to Section 4(f) of the MLA and reflects a price change to four (4) vehicles under the Schedule. The Estimated Price, Initial Lease Payment, and Fixed Amount have changed for the vehicles referenced in the table below.

#### 2. Description of EVs, Lease Payments and Service Area:

VIN	Model	Estimated Price	Initial Lease Payment (Amount and due date)	Fixed Amount (paid in advance)	Service Area
KNDCR3L11R5098139	Kia Niro EV Wind	\$36,495.00	\$3,649.50	\$682.00	West Palm Beach
KNDCR3L14R5098054	Kia Niro EV Wind	\$36,150.00	\$3,615.00	\$676.00	West Palm Beach
KNDCR3L16R5091316	Kia Niro EV Wind	\$36,165.00	\$3,616.50	\$676.00	West Palm Beach
KNDCR3L18R5101893	Kia Niro EV Wind	\$36,545.00	\$3,654.50	\$683.00	West Palm Beach

Regards,

IM FLEET, LTD.

By: Inspiration Fleet OriginationCo, LLC





2022 ADA GEM e6

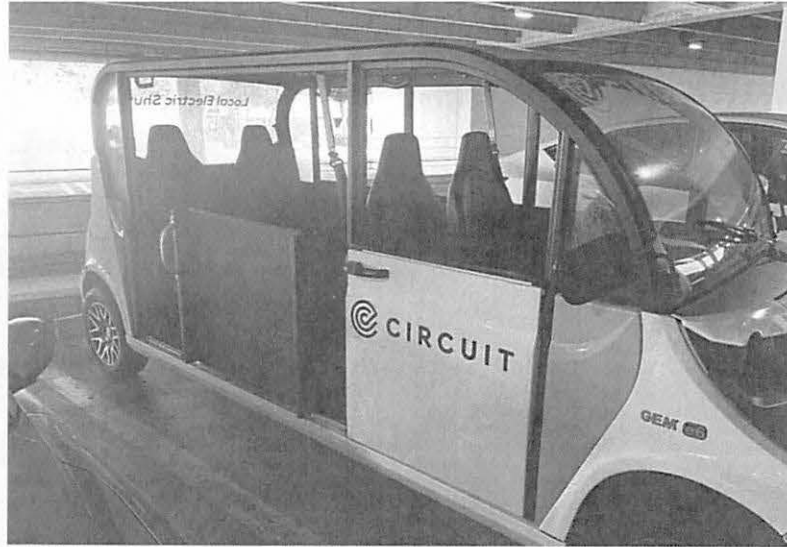
VIN:

7SXG6AEA4N5024507

Plate Number:

92ECNR

Proof of Ownership:



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

Mail To:  
CIRCUIT TRANSIT INC  
501 E LAS OLAS BLVD SUITE 300  
FORT LAUDERDALE, FL 33304-6161

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, motorcycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 6 / 1 T# 1886007287  
B# 1528486

FLORIDA VEHICLE REGISTRATION

PLATE	92ECNR	DECAL	03711733	Expires	Midnight Thu 7/31/2025
YR/MK	2022/POLA	BODY	6P	COLOR	WHI
VIN	7SXG6AEA4N5024507			TITLE	152782959
Plate Type	RGS	NET WT	1696		
DL/FEID	824586300-01				
Date Issued	11/15/2023	Plate Issued	11/15/2023		

CIRCUIT TRANSIT INC  
501 E LAS OLAS BLVD SUITE 300  
FORT LAUDERDALE, FL 33304-6161

RGs - SUNSHINE STATE PLATE ISSUED X

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.



[Previous On List](#) [Next On List](#) [Return to List](#)

circuit transit inc

[Events](#) [Name History](#)

### Detail by Entity Name

Florida Profit Corporation  
CIRCUIT TRANSIT INC.

#### Filing Information

**Document Number** P18000018752  
**FE/ EIN Number** 82-4586300  
**Date Filed** 02/27/2018  
**State** FL  
**Status** ACTIVE  
**Last Event** NAME CHANGE AMENDMENT  
**Event Date Filed** 05/17/2019  
**Event Effective Date** NONE

#### Principal Address

501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301

Changed: 04/05/2023

#### Mailing Address

501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301

Changed: 04/05/2023

#### Registered Agent Name & Address

INCRP SERVICES, INC  
3458 LAKESHORE DRIVE  
TALLAHASSEE, FL 32312

Name Changed: 10/30/2023

Address Changed: 10/30/2023

#### Officer/Director Detail

##### Name & Address

Title DPST

ESPOSITO, ALEXANDER  
32 TIMBER TRAIL  
AMAGANSETT, NY 11930

Title DPTS

MIRRAS, JAMES  
35 GLADE RD  
E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason  
1305 SW 8 Ave  
Fort Lauderdale, FL 33315

Title Executive Secretary

Powell, Brian  
1005 Windsor Avenue  
WEST PALM BEACH, FL 33401

#### Annual Reports

Report Year	Filed Date
2022	03/26/2022
2023	04/05/2023
2024	03/29/2024

#### Document Images

<a href="#">03/29/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/30/2023 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/20/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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ELECTRIC MOBILITY SOLUTIONS

# Pricing & Structure



CITY OF FORT LAUDERDALE

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EXHIBIT C



CAM #24-0693  
Exhibit 5  
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## Summary

Proposed NW Service			
Pricing Structure	Hours	Billable Effective Rate	Total
Hourly Buckets (tiers)	280	\$34.36	\$9,621.25
Fixed + Hourly	280	\$33.97	\$9,512.30

GEM Comparison - SoFla			
Range Op hours per vehicle per month	FTL	Palm Beach	Broward
below 100	\$59.70	n/a	n/a
101 - 150	\$51.46	n/a	n/a
151 - 200	\$42.50	\$48.32	\$41.61
201 - 250	\$37.53	\$44.58	\$38.58
251 - 300	\$34.36	\$42.13	\$36.59
301 - 350	\$32.17	\$40.12	\$34.97
351 - 400	\$30.55	\$38.44	\$33.61
401 - 450	\$29.33	\$37.02	\$32.45
451 - 500	\$28.36	\$35.79	\$31.46
500+	\$27.93	\$34.73	\$30.60

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Exhibit 5  
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## Scenario A - Operating Hours

Hourly rates determining by total cost divided by operating hours as originally defined, and equally sharing ad revenue

Scenario A - Operating Hours as defined in RFP rates								
Category	Range Op hours per vehicle per month	NEV (i.e. GEM)	Sedan (Kia Niro or similar)	Luxury Sedan / "Mini Van"	ADA Van	ICE Van	Van	ICE Van
A	below 100	\$44.94	\$48.30	\$63.89	\$81.89	-	\$78.61	-
B	101 - 150	\$39.34	\$42.00	\$54.34	\$68.60	-	\$66.00	-
C	151 - 200	\$33.24	\$35.14	\$43.96	\$54.14	-	\$52.29	-
D	201 - 250	\$29.85	\$31.33	\$38.19	\$46.11	-	\$44.67	-
E	251 - 300	\$27.68	\$28.91	\$34.52	\$41.00	-	\$39.82	-
F	301 - 350	\$26.21	\$27.23	\$31.98	\$37.46	-	\$36.46	-
G	351 - 400	\$25.11	\$26.00	\$30.11	\$34.87	-	\$34.00	-
H	401 - 450	\$24.28	\$25.06	\$28.69	\$32.88	-	\$32.12	-
I	451 - 500	\$23.62	\$24.32	\$27.56	\$31.32	-	\$30.63	-
J	500+	\$23.33	\$23.99	\$27.07	\$30.62	-	\$29.30	-

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## Scenario A - Billable Hours

Hourly rates determining by total cost divided by Billable Hours as defined now

Scenario A - Billable Hourly Rates								
Category	Range Op hours per vehicle per month	NEV (i.e. GEM)	Sedan (Kia Niro or similar)	Luxury Sedan / "Mini Van"	ADA Van	ICE Van	Van	ICE Van
A	below 100	\$50.34	\$54.10	\$71.56	\$91.72	-	\$88.04	-
B	101 - 150	\$44.06	\$47.04	\$60.86	\$76.83	-	\$73.92	-
C	151 - 200	\$37.23	\$39.36	\$49.24	\$60.64	-	\$58.56	-
D	201 - 250	\$33.44	\$35.09	\$42.77	\$51.64	-	\$50.03	-
E	251 - 300	\$31.00	\$32.38	\$38.66	\$45.92	-	\$44.60	-
F	301 - 350	\$29.35	\$30.50	\$35.82	\$41.96	-	\$40.84	-
G	351 - 400	\$28.13	\$29.12	\$33.72	\$39.05	-	\$38.08	-
H	401 - 450	\$27.19	\$28.07	\$32.13	\$36.83	-	\$35.97	-
I	451 - 500	\$26.45	\$27.24	\$30.87	\$35.08	-	\$34.31	-
J	500+	\$26.13	\$26.87	\$30.32	\$34.29	-	\$33.58	-

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Exhibit 5  
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## Scenario C - Operating Hours

Hourly rates determining by total cost divided by operating hours as originally defined

Scenario C - Operating Hours as defined in RFP rates								
Category	Range Op hours per vehicle per month	NEV (i.e. GEM)	Sedan (Kia Niro or similar)	Luxury Sedan / "Mini Van"	ADA Van	ICE Van	Van	ICE Van
A	below 100	\$53.30	\$53.30	\$68.89	\$87.39	-	\$83.61	-
B	101 - 150	\$45.95	\$45.95	\$58.29	\$73.05	-	\$69.95	-
C	151 - 200	\$37.95	\$37.95	\$46.77	\$57.45	-	\$55.09	-
D	201 - 250	\$33.51	\$33.51	\$40.36	\$48.78	-	\$46.84	-
E	251 - 300	\$30.68	\$30.68	\$36.29	\$43.27	-	\$41.59	-
F	301 - 350	\$28.72	\$28.72	\$33.47	\$39.45	-	\$37.95	-
G	351 - 400	\$27.28	\$27.28	\$31.40	\$36.65	-	\$35.28	-
H	401 - 450	\$26.19	\$26.19	\$29.82	\$34.51	-	\$33.24	-
I	451 - 500	\$25.32	\$25.32	\$28.57	\$32.82	-	\$31.63	-
J	500+	\$24.94	\$24.94	\$28.02	\$32.07	-	\$30.92	-

CAM #24-0693  
Exhibit 5  
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## Scenario C - Billable Hours

Hourly rates determining by total cost divided by Billable Hours as defined now

Scenario C - Billable Hourly Rates								
Category	Range Op hours per vehicle per month	NEV (i.e. GEM)	Sedan (Kia Niro or similar)	Luxury Sedan / "Mini Van"	ADA Van	ICE Van	Van	ICE Van
A	below 100	\$59.70	\$59.70	\$77.16	\$97.88	-	\$93.64	-
B	101 - 150	\$51.46	\$51.46	\$65.28	\$81.82	-	\$78.34	-
C	151 - 200	\$42.50	\$42.50	\$52.38	\$64.34	-	\$61.70	-
D	201 - 250	\$37.53	\$37.53	\$45.20	\$54.63	-	\$52.46	-
E	251 - 300	\$34.36	\$34.36	\$40.64	\$48.46	-	\$46.58	-
F	301 - 350	\$32.17	\$32.17	\$37.49	\$44.18	-	\$42.50	-
G	351 - 400	\$30.55	\$30.55	\$35.17	\$41.05	-	\$39.51	-
H	401 - 450	\$29.33	\$29.33	\$33.40	\$38.65	-	\$37.23	-
I	451 - 500	\$28.36	\$28.36	\$32.00	\$36.76	-	\$35.43	-
J	500+	\$27.93	\$27.93	\$31.38	\$35.92	-	\$34.63	-

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## Fixed + Hourly - FTL only rates

FTL specific rates based on discounts for history and total contracts

- Total Cost = (Monthly fixed cost x # of vehicles) + (Billable Hours x Hourly Rate)

Type	Monthly Fixed Cost	Variable Hourly Rate
NEV	\$3,416.70	\$21.77
NEV (WAV)	\$3,758.37	\$21.77
EV Sedan (Kia or similar)	\$3,416.70	\$21.77
EV "Mini-van" (Kia or similar)	\$4,454.47	\$21.77
E-Van	\$5,586.20	\$23.75
E-Van (WAV)	\$6,361.69	\$29.50



## Fixed + Hourly - current standard rates

Standard, current costs or “rack rates” for new services in South Florida.

Type	Monthly Fixed Cost	Variable Hourly Rate
NEV	\$4,421.13	\$26.54
NEV (WAV)	\$4,863.25	\$27.08
EV Sedan (Kia or similar)	\$4,427.80	\$26.54
EV "Mini-van" (Kia or similar)	\$4,954.47	\$27.08
E-Van	\$6,554.50	\$29.50
E-Van (WAV)	\$6,859.29	\$29.50

## **EXHIBIT D – CITY’S AND CONTRACTOR’S NEGOTIATED SCOPE/STATEMENT OF SERVICES**

The Contractor shall provide on-demand MicroTransit service in the service area(s) identified in the Northwest Community Service Area map, attached and incorporated herein. The service will have dynamic routing allowing passengers to request door-to-door service for trips originating and ending within the geofenced service area(s). The service shall provide a safe, reliable, and efficient public transportation alternative to both residents and visitors alike.

The service shall:

- Operate in the Northwest Community Service Area referred to herein as Northwest. This will cover Rock Island Community Development, Lake Aire Palm View Homeowners Association, Golden Heights Neighborhood Association, Dillard Park Homeowners Association, Lauderdale Manors Homeowners Association, River Garden Sweeting Estate Homeowners Association, Home Beautiful Park Civic Association, which some areas are a portion of Northwest-Progresso-Flagler Heights Community Redevelopment Area (CRA). This service area also includes the Fort Lauderdale Tri-Rail station and the shopping plaza on the southeast corner of Broward Boulevard and Riverland Road as shown in the Northwest Community Service Area map, attached and incorporated herein.
- Operate in any other areas of the City, in the future, including but not limited to the Downtown, Beach, and Galt Mile service areas.

### **1. Service Operations**

- a. The Contractor is to provide service for 12 hours per day, seven (7) days per week for Northwest.
- b. The Contractor is to provide service from 8am to 8pm for Northwest on all days except Thanksgiving and Christmas.
- c. For Northwest, service will be adjusted based upon needs identified from the first six months of data and the availability of funds. Ridership, service levels, service area, and number of vehicles will be the main factors in determining if service will remain the same, decrease, or expand based on ridership demand.
- d. The City reserves the right to modify service area(s), fleet size, schedules, way of operation (on-demand or fixed route service) as needed to maintain service reliability and to respond to budgetary constraints. The Contractor will be notified in connection with any modifications in writing within thirty (30) calendar days of any anticipated changes.
- e. Driver's breaks and vehicle charging (as applicable) shall take place during the time of lowest passenger demand, which will be determined after service start and a maximum of only one (1) vehicle per service area could be out of service due to charging or for drivers' break at any given time. Billable hours will exclude time needed for vehicle charging and/or drivers breaks during which service is not being provided to the public.

### **2. Service Interruptions**

- a. All service interruptions shall be reported to the City immediately as they occur. Contractor shall use best effort to commence service as soon as possible and no later than an hour from the time service interruption occurred.
- b. The Contractor shall not be compensated for any time elapsed without service. Total service interruptions in hours shall be listed on each monthly invoice.

- c. During the time the vehicle is out of service, a customer friendly message shall be displayed on the mobile application advising as to the reason why service is not available, as well as when service will become available.

### **3. Requesting Trips**

- a. The Contractor shall provide and maintain a mobile application that users can use to request service and that drivers can use for route planning and dispatch.
- b. The mobile application shall:
  - i. Be compatible with iOS and Android-powered smartphones.
  - ii. User-friendly interface that passengers can use to primarily reserve and cancel requested trips, as well as provide feedback, and receive service updates.
  - iii. Allow passengers to request a wheelchair accessible vehicle.
  - iv. Allow navigation of vehicles to guide drivers through the most efficient route.
  - v. Allow automatic ride pooling capabilities to optimize vehicle capacity while minimizing vehicle miles travelled.
  - vi. Provide the real-time location and estimated time of arrival of the vehicles for both passenger pickup and drop-off.
- c. The Contractor shall also provide alternative methods by which passengers can request trips online, via phone or by hailing. A trip request shall be allowed up to twelve (12) hours in advance of trip request time.

### **4. Advertising**

- a. External advertising is prohibited on vehicles servicing Northwest.
- b. For all other service areas, external advertising on vehicles may be allowed to offset the hourly cost of operating the service contingent on the approval by the City.
- c. Advertisements should not be controversial by nature (i.e., no alcohol, no tobacco, no human reproduction and adult-oriented goods and services, no profanity and nudity, no firearms, no message of violence, or no political ads).
- d. Prior to the installation of any advertisement, the Contractor is required to submit the advertisement content to the City's Project Manager, for the City's review and approval.
- e. If the advertisement is approved, the Contractor shall have the right to solicit and sell advertising to be installed on vehicles and enter into separate agreements with advertisers for the placement of advertising on the vehicles and negotiate the advertising rates. The City reserves the right to request and receive a copy of the separate agreements.
- f. The Contractor, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal, and installation of such advertising.
- g. The City, at its discretion, may request the removal of any advertisement if it deems the advertisement is offensive, objectionable, or inappropriate.
- h. The Contractor is required to remove any and all non-compliant advertisement content within 24 hours after receipt of official notice from the City Manager or City's Project Manager. Additionally, any outdated advertisement shall be removed from vehicles at no cost to the City.

### **5. Fares**

- a. Fare collection is prohibited for Northwest.
- b. For all other service areas, the MicroTransit service shall be fare-free unless a fare is established by the City in the future.



- c. Contractor shall provide the ability to charge a fee per rider and issue discounts via promo codes if the City decides to establish a fare for specific service areas.
- d. The City shall keep all collected fares. Contractor shall only keep the fare processing fees.
- e. The Contractor and drivers shall not solicit tips or gratuities either in cash or via the app for service provided.

## **6. Reporting Requirements**

- a. The Contractor shall provide a real-time online data portal where City staff can track program metrics and view historical data.
- b. The Contractor shall provide City staff access to the Contractor's software program for the purpose of generating reports and monitoring service activity.
- c. The data portal or supplementary data report shall include:
  - i. hourly, daily, weekly, monthly ridership
  - ii. service utilization per time of day, day, week, month (total time vehicles were engaged in providing service over the total service time available)
  - iii. list of trip origins and destinations
  - iv. top requested trip origins and destinations heat maps
  - v. wait times in tiers (0-5 minutes, 5-10 minutes, 10-15 minutes, 15-20 minutes, etc.)
  - vi. passenger demographics
  - vii. ride request method utilized
  - viii. number of canceled trips (by operator and by the customers) including the reason and the area. For cancelled trips, information as to duration of time between when ride was requested and cancelled shall be reported
  - ix. number of missed trips (if vehicle didn't serve customer and customer never cancelled request)
  - x. number and nature of complaints on daily, weekly, and monthly basis
  - xi. gross/net revenue collected in case of fare system
  - xii. average wait time from request through the mobile app until driver assignment
  - xiii. average wait time from driver assignment until arrival by assigned driver
  - xiv. difference between estimated wait time and actual wait time
  - xv. average unique users per month
  - xvi. ability to view real-time location of each vehicle in service
  - xvii. drivers' ratings and feedback received from the passengers

## **7. Invoicing**

- a. The Contractor's monthly invoice shall include the following:
  - i. Number of operating hours by vehicle per month (including vehicle ID)
  - ii. Hourly rate
  - iii. Number of missed operational hours
  - iv. Special event hours (for applicable service areas only)
  - v. Advertising revenue issued as revenue and not credit (for applicable service areas only)

## **8. Vehicles**

- a. For Northwest, two (2) EV Sedans (Kia or similar) shall be provided for the service area.
- b. The Contractor shall provide, operate, and maintain at least one (1) wheelchair-accessible ADA compliant vehicle per service area.
- c. To avoid service interruptions, spare vehicles shall be available.

- d. The Contractor shall be responsible for the acquisition, maintenance, storage and charging/fueling of the vehicles.
- e. The Contractor is responsible for the cleanliness of the interior and the exterior of the vehicles.
- f. No music should be played on board this service.
- g. The vehicles should be equipped with a global positioning system (GPS) devices and trip dispatching software tools that allow for the real-time tracking of the vehicles and facilitate the timely on-demand pickup/drop-off of passengers.
- h. Vehicles shall be compliant with Section 341.061, Florida Statutes and FAC Rule Chapter 14-90.
- i. Vehicles should be equipped with operable air conditioning and heating system.
- j. Vehicle exteriors shall be free of grime, and other substances, and be free from cracks, breaks, dents, and damaged paint or wrapping that noticeably detracts from the overall appearance of the vehicle.
- k. Vehicles shall be equipped with a camera system with night vision, infrared and audio features capable of storing the videos for a minimum of 30 days.
- l. Any video footage requested from the Contractor shall be provided within 1 week of the City's request.

#### **9. Drivers**

- a. The Contractor shall provide the City with background checks on all drivers. Vendor shall comply with the requirements of Section 435.04, Florida Statutes and ensure that only those employees who have successfully passed the background screening required by Section 435.04, and who meet the standards established by Section 435.04, be allowed to perform services under the program.
- b. All drivers must have a valid Florida driver's license(s) and adhere to all City, Broward County, and state traffic and laws.
- c. Contractor to obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers.
- d. Contractor will not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Contractor will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months.
- e. Contractor to review each driver's driving and criminal records at least annually.
- f. Drivers may refuse service to any person who is disorderly, or to any person who causes a driver to have a reasonable fear for his or her safety. Those instances shall be properly documented and provided to the City.

#### **10. Compliance**

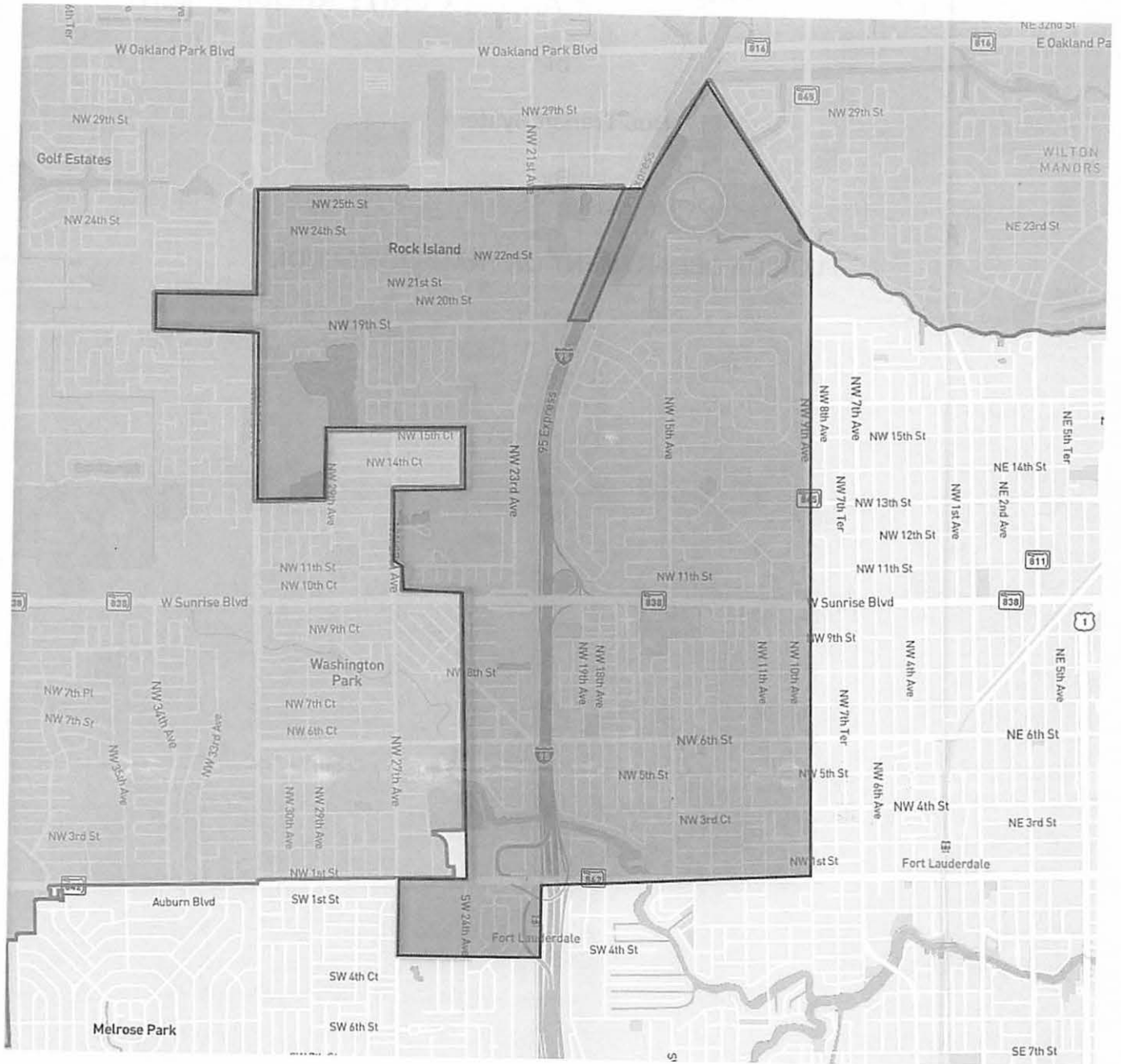
- a. Contractor shall secure and maintain proper licensing, registration, and insurance for operation of the service from the appropriate entities.
- b. The Contractor is required to comply with all applicable State of Florida Department of Transportation (FDOT) regulations and federal safety requirements; including but not limited to Florida Statute Section 341.061, Rule Chapter 14-90 Florida Administrative Code (FAC), and the US Department of Transportation (DOT) Title 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA). The Contractor shall comply with the checklist attached and incorporated herein, as well as any annual updates provided by FDOT.
- c. The Contractor is required to prepare and implement a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that meets the requirements of FDOT and FAC 14-90, to be reviewed

and approved by the City. The SSPP and SPP shall include documented evidence in the form of an approvals page that demonstrates that the authorized representatives of the City have reviewed and approved the Contractor's plans and confirmed that the plans meet the requirements of the FDOT and FAC 14-90 and are approved for implementation. The SSPP and SPP shall be submitted to the City at least 30 days prior to FDOT's annual certification deadline for City's review and comment.

- d. After review and approval by the City, the SSPP and SPP shall be submitted to FDOT by the annual certification deadline. On an annual basis or more often as required, the Contractor shall perform a review of the SSPP and SPP for compliance with the FAC 14-90 and provide the City with a report that assesses any proposed changes to each of two plans. The City reserves the right to perform monitoring at its discretion or to verify that the Contractor follows 14-90 FAC and the adopted SSPP and SPP.
- e. The City will participate in periodic safety meetings offered by the Contractor to drivers and other employees, and Risk Management activities under the auspices of the Contractor's insurance carrier or other organizations. The Contractor will require all drivers, dispatch personnel, vehicle maintenance mechanics, and supervisors to participate in related activities.



# Northwest Community Service Area Map



- City Boundary
- Service Area Boundary

# **BUS TRANSIT SYSTEM SAFETY AND SECURITY REQUIREMENTS**

**of**

**Bus Transit System**

**By**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

## I. SAFETY REVIEW CHECKLIST ITEMS

### Equipment and Operational Standards

- (1) Develop and Adopt System Safety Program Plan (SSPP)
- (2) Develop and Adopt Security Program Plan (SPP)
- (3) Develop and Adopt Wireless Communications Plan
- (4) Qualification, Selection and Training of Drivers
- (5) Record Maintenance, Retention and Distribution
- (6) Drug Free Workplace & Substance Abuse Management
- (7) Establish Written Maintenance Plan/Bus Maintenance
- (8) Event Investigation
- (9) Medical Examinations & Certifications for Bus Drivers
- (10) Operational and Driving Requirements
- (11) Vehicle Procurement
- (12) Bus Safety Inspections
- (13) Certification

## II. System Safety Program Plan (SSPP) (Rule 14-90.004, F.A.C.)

At a minimum, the SSPP appropriately addresses the following safety elements and requirements	Yes/ No	Comments Deficiency, Areas of Concern, Observation
Safety policies and responsibilities.		
Vehicle and equipment standards and procurement criteria.		
Operational standards and procedures.		
Bus driver and employee selection.		
Driving requirements.		
Bus driver and employee training.		
Vehicle maintenance.		
Investigation of events.		
Hazard identification and resolution.		



Equipment for transporting wheelchairs.		
Safety data acquisition and analysis.		
SSPP requirements for contractors.		
Records retention.		
Certification requirements.		
Requirements for safety inspections of all operable transit buses at least annually in accordance with <b>Rule Chapter 14-90, F.A.C.</b>		
Wireless Communications Plan (WCP) requirements.		

**(2) Security Program Plan (SPP) (Rule 14-90.004, F.A.C.)**

<b>SPP addresses the following security elements and requirements at a minimum</b>	<b>Yes/No</b>	<b>Comments Deficiency, Areas of Concern, Observation</b>
Security policies, goals, and objectives.		
Organization, roles, and responsibilities.		
Emergency management processes and procedures: mitigation, preparedness, response and recovery.		
Procedures for the investigation of events under <b>Rule 14-90.004(5) F.A.C.</b>		
Procedures for the establishment of interfaces with emergency response organizations.		
Procedures for interagency coordination with local law enforcement jurisdictions.		
Employee security and threat awareness training programs.		
Security data acquisition and analysis.		

Emergency preparedness drills and exercises.		
Certification requirements.		
SPP requirements for Contractors.		
Procedures for oversight and monitoring of contractors compliance with security requirements.		
Procedures for SPP maintenance and distribution: includes disclosure prohibition per <b>Section 119.071(3)(a), F.S.</b>		

**(3) Wireless Communications Plan (WCP) (Rule 14-90.004, F.A.C.)**

At a minimum, the WCP appropriately addresses the following safety elements and requirements	Yes/ No	Comments Deficiency, Areas of Concern, Observation
Prohibits the use of a personal wireless communications device while the transit vehicle is in motion.		
Requires that all personal wireless communications devices be turned off, with any earpieces removed from the operator's ear while occupying the driver's seat.		
Contains a policy on the use of a wireless communications device issued to the operator by the transit system.		
Has guidelines developed for the use of a wireless communications device in emergency situations (example: medical emergencies, family emergencies, and/or when regular issued equipment is inoperable during the emergency).		
Has a policy or procedure that guarantees the use of a wireless communications device will not interfere the operator's safety related duties.		
Has a wireless communications driver educational training program.		

The driver educational program address the proper use of a wireless communications device issued by the transit system.		
The driver educational program addresses hazards (accidents/incidents) associated with the use of a wireless communications device.		

**(4) Qualification, Selection, and Training of Drivers (Rule 14-90.004, F.A.C.)**

<b>The bus transit system has established the following criteria for the selection and qualification of all drivers</b>	<b>Yes/ No</b>	<b>Comments Deficiency, Areas of Concern, Observation</b>
Standards for driver qualifications and criteria for background checks.		
Driver and criminal background checks for all new drivers.		
Verification and documentation of valid driver licenses for employees who drive buses.		
<b>The bus transit system has a driver training program that provides explicit instructional and procedural training and testing in the following areas</b>		
1. Bus transit system safety and operational policies and procedures.		
2. Operational bus and equipment inspections.		
3. Bus equipment familiarization.		
4. Basic operations and maneuvering.		
5. Specific instructions to the bus driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.		
6. Boarding and alighting passengers.		
7. Operations of wheelchair lifts and other special equipment		



8. Defensive Driving.		
9. Passenger assistance and securement.		
10. Handling of emergencies and security threats.		
11. Security & threat awareness.		
12. Driving Conditions.		

**5) Operational and Safety Procedures (Rule 14-90.004)(3)(e), F.A.C.)**

bus transit system provides the following written operational and safety procedures	Yes/ No	Comments Deficiency, Areas of Concern, Observation
1. Communication & handling of hazards, unsafe conditions, security threats, and emergencies.		
2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment and restraining devices.		
3. Application and compliance with all applicable federal and state laws, rules, and regulations.		
4. Requirements for drivers to complete and submit a daily inspections report. (Rule 14-90.006, F.A.C.)		

**(6) Records Retention, and Distribution**

The bus transit system maintain the following records for at least four years	Yes/ No	Comments Deficiency, Areas of Concern, Observation
<b>Driver Records (Rule 14-90.004)(3)(g), F.A.C.)</b>		
Records of bus drivers background checks and qualifications.		
Detailed description of training administered & completed by each driver.		

Each bus drivers daily duty status: total days worked, on-duty hours, driving hours and time reporting on and off duty.		
<b>Maintenance Records (Rule 14-90.004)( 4)(d), F.A.C.)</b>		
Make, model, license number, or other means of identification and ownership of vehicles.		
Date, mileage, description of inspection, maintenance and lubrication intervals		
Transit system maintains records of vehicle inspections, PMs and repairs made off site.		
If not owned by bus transit system, name of person or lessor furnishing vehicles.		
Name and address of entity or contractor performing inspection, maintenance, lubrication, or repairs.		
<b>Safety Inspections (Rule 14-90-009)(5), F.A.C.)</b>		
Records of annual safety inspections and documentation of any corrective actions.		
<b>Event and Incident Reporting and Investigation Records (Rule 14-90.004)(7), F.A.C.)</b>		
Notification and Investigation reports, findings, causal factors, corrective action plans, supporting documents.		
<b>Medical Records (Rule 14-90.0041)( 4, F.A.C.)</b>		
Required proof of Biennial, Pre-employment and any Follow-up medical exams of employee bus drivers .		
<b>SSPP &amp; SPP Review and Revision (Rule 14-90.010)(d), F.A.C.)</b>		
Reviews of the SSPP and SPP have been conducted to ensure they are up-to-date.		
<b>Pre-trip Inspections and Corrective Action (Rule 14-90.006, F.A.C.)</b>		
Bus transit system maintains daily vehicle inspections and documented corrective actions a minimum of two weeks.		

**(7) Drug Free Workplace (Rule 14-90.004(3)(h), F.A.C.)**

Substance abuse management program criteria includes the following	Yes/ No	Comments Deficiency, Areas of Concern, Observation
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The bus transit system has established a drug free workplace policy statement in accordance with <b><i>Drug-Free Workplace Act [Reference Title 49, Code of Federal Regulations, Part 32 and Rule 14-90.004(3)(h)</i></b> and a substance abuse management and a testing program pursuant to <b><i>49CFR parts 40 and 655.</i></b>		
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**(8) Bus Maintenance (Rule 14-90.004)(4), F.A.C.)**

<b>Bus Maintenance Plans and Procedures are established as follows</b>	<b>Yes/ No</b>	<b>Comments Deficiency, Areas of Concern, Observation</b>
The bus transit system has established a maintenance plan and procedures for preventive and routine maintenance for all buses operated.		
Maintenance plan and procedures assure that all buses operated, all parts and accessories on such buses, and any additional parts and accessories which may affect safety of operation, are regularly and systematically inspected, maintained and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.		
Maintenance plan assures that a recording and tracking system is established for types of inspections, maintenance, and lubrication intervals, including date or mileage when services are due.		
Maintenance plan assures that proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.		

**(9) Event Investigation (Rule 14-90.004)(5), F.A.C.)**

<b>Bus transit systems addresses investigation of events as follows</b>	<b>Yes/ No</b>	<b>Comments</b>
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		Deficiency, Areas of Concern, Observation
Bus transit system has written investigation policy or procedure(s) for any event involving a bus or taking place on the bus transit system.		
Investigation is conducted for a fatality or where an individual is confirmed dead within 30 days of a bus transit event.		
Investigation is conducted for injuries involving medical attention away from the scene for two or more individual.		
Investigation is conducted for property damage over \$1,000 to transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property.		
Investigation is conducted for evacuation of bus due to life safety event, where there is imminent danger to the passengers.		
Events are investigated and documented in a final report that includes a description of the investigation activities, identified causal factors and any identified corrective actions.		
Corrective action plans are developed by the bus transit system that will identify planned actions and schedule for implementation.		
Bus transit system monitors and tracks the implementation and completion of each corrective action.		

**(10) Medical Examinations for Bus Transit System Drivers**  
**(Rule 14-90.0041, F.A.C.)**



<b>Bus transit system has established the following medical examination requirements for all applicants to driver positions and for existing drivers</b>	<b>Yes/ No</b>	<b>Comments Deficiency, Areas of Concern, Observation</b>
Medical Examination requirements are established using <b>Form Number 725-030-011</b> , effective 05/09, or an equivalent form that meets or exceeds standards.		
Medical Examinations are completed for new drivers.		
Bus transit system have on file a completed and signed medical examination certificate (signed by medical examiner and driver)for each bus driver, dated within the past 24 months.		
A return to duty examination is completed for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition or injury.		

### **(11) Operating and Driving Requirements (Rule 14.90.006, F.A.C.)**

<b>The bus transit systems has established a driver's handbook and/or procedures to address the following operating and driving requirements</b>	<b>Yes/ No</b>	<b>Comments Deficiency, Areas of Concern, Observation</b>
A requirement for buses to be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.		
A procedure for a bus transit system driver to report the suspension or revocation of a license to operate a motor vehicle immediately or no later than the end of the business day following the day he or she received the notice.		

A process for tracking and monitoring on duty and driving hours compliant with the driving and on-duty hours standards of <b>Rule 14-90.006, F.A.C.</b>		
A driver that has been required to drive for 12 hours in a 24 hour period or a driver that has been on duty for 16 hours in a 24 hour period has had 8 hours off duty prior to returning to duty.		
A driver that has been on duty for 72 hours in any period of seven consecutive days has had 24 consecutive hours off duty prior to returning to duty.		
Pre-operational or daily inspections and reporting are required for drivers to identify defects and deficiencies.		
Inspections address the following parts and devices to ascertain that they are in safe condition and good working order: service brakes, parking brakes, tire and wheels, steering, horn, lighting devices, windshield wipers, rear mirrors, passenger doors, exhaust system, equipment for transporting wheelchairs, and safety, security, and emergency equipment.		
A process or procedure exists to address and resolve deficiencies and record corrective actions for inspection findings.		
<b>The Bus Transit System addresses the following required safety criteria in their operational procedures, driver's handbook, and the driver training program</b>		
Requirement that a bus with any passenger door in the open position shall not be operated with passengers aboard.		
During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.		
Prohibition against passengers occupying the stepwell or any area forward of the standee line while the bus is in motion.		

Prohibitions for fueling buses in closed building or refueling while passengers are on-board.		
Requirement for the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion		
Requirement that buses shall not be left unattended with passengers aboard for longer than 15 minutes.		
Requirement that buses shall not to be left unattended in an unsafe condition with passengers aboard at any time.		
Proper setting of parking brake and holding device.		

**(12) Vehicle Equipment Standards & Procurement Criteria**  
**(Rule 14-90.007, F.A.C)**

<b>Bus transit system has established the following minimum equipment standards and procurement criteria</b>	<b>Yes/ No</b>	<b>Comments Deficiency, Areas of Concern, Observation</b>
The SSPP has procedures that address State and Federal motor vehicle safety and procurement standards.		
Requirements for manufacturers to submit proof of strength and structural integrity tests on new buses.		
Vehicles purchased and operated are equipped in compliance with <b>Rule 14.90. 007, F.A.C.</b> with the following: mirrors, wiring & battery, brake interlock systems, standee line, handrail & stanchions, flooring, steps & thresholds, doors, emergency exits, tires & wheels, seat belts & fire extinguishers.		
Type1 buses are equipped with portable red reflectors warning devices in compliance with <b>Section 316.300, F.S.</b>		

Certification label for wheel chair lifts, ramps and securement devices in or on vehicle. <b>Rule 14.90.007(14), F.A.C.</b>		
Inspections and maintenance procedures are established for wheel chair lift equipment, ramps and securement devices.		
Instructions for normal and emergency operation are carried or displayed in vehicle.		

**(13) Vehicle Safety Inspections (Rule 14.90.009, F.A.C.)**

The bus transit system has established the following annual bus inspection criteria:	Yes/ No	Comments Deficiency, Areas of Concern, Observation
Annual inspections are conducted for each vehicle operated by the agency and all contractors according to <b>14-90.009 F.A.C.</b>		
Safety inspection report includes: individual(s) performing inspection, identification of bus transit system, date of inspection, equipment & devices inspected, any deficiencies, required corrective actions for defective and/or deficient items, and dates of completion.		
Safety inspections are conducted as part of routine scheduled maintenance inspections.		



**(14) Certification (Rule 14.90.010, F.A.C.)**

	Yes/ No	Comments Areas of Concern, Deficiency, Observation
Bus transit system has submitted an annual safety and security certification to the Department for the prior calendar year, and the certification is on file and current.		
Safety Certification address SSPP, SPP, and safety inspections.		



# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of Circuit Transit Inc.,  
a FL (State) C CORP (Type of Entity), ("Nongovernmental  
Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Alexander Esposito.
2. I am an ☒ officer or ☐ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: [Signature]

Name of Officer or Representative: Alexander Esposito Title: President, CEO

Office Address: 501 East Las Olas FL 4

Email Address: Alex @ ridecircuit.com

Main Phone Number: 646-504-3733 FEIN No.: 82-4586300

STATE OF NEW YORK  
COUNTY OF SUFFOLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online  
notarization, this 5<sup>th</sup> day of DECEMBER, 2024, by ALEXANDER ESPOSITO.

[Signature]  
(Signature of Notary Public – State of NEW YORK)

(SEAL)

MARY E. CROGHAN  
Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known ☒ OR Produced Identification ☒

Type of Identification Produced FLORIDA DRIVER LICENSE

MARY E. CROGHAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CR6095486  
Qualified in Suffolk County  
My Commission Expires July 14, 2027

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Alexander Esposito Title: President, CEO Entity: Circuit Transit Inc.

Signature: [Signature] Date: 12/5/2024

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF NEW YORK  
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of DECEMBER 2024, by ALEXANDER ESPOSITO, as PRESIDENT for CIRCUIT TRANSIT INC., who is personally known to me or who has produced FLORIDA DRIVER LICENSE as identification.

Notary Public Signature: Mary E. Croghan

(Notary Seal)

Print Name: MARY E. CROGHAN

My commission expires: 07/14/2027

MARY E. CROGHAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CR6095486  
Qualified in Suffolk County  
My Commission Expires July 14, 2027